

TERMS AND CONDITIONS OF DUEL CUBE

THE AGREEMENT: The following terms and conditions (hereinafter the "Agreement"), all of which are expressly incorporated by reference herein, govern the use of this website/app and the services on this website/app offered by Evolvmii LLC (hereinafter the "Company"). all pages on this website/app (referred to collectively as " Site ") and any services supplied by or on this site are governed by the terms of this agreement ("Services").

1) DEFINITIONS

The parties referred to in this Agreement shall be defined as follows:

- a) **Company, Us, We:** The Company makes the site and some of its Services available to users as its creator, operator, and publisher. The terms "Company," "Duel Cube," "Us," "We," "Our," "Ours," and other first-person pronouns relate to the Company as well as all of its affiliates and employees.
- b) **You, the User, the Client:** The second-person pronouns You, Your, Yours, User or Client will be used to refer to you, the site user, throughout this Agreement.
- c) **Parties:** Collectively, the parties to this Agreement (the Company and You) will be referred to as Parties.

2) ASSENT & ACCEPTANCE

You guarantee that you have read this Agreement carefully and that you agree to be bound by it by using the Site. Please quit the Site right now if You do not wish to be bound by this Agreement. You can only access this Site and the Company's services if you agree to this Agreement.

3) SERVICES PROVIDED BY US

- a) **Direct wagering and staking via competitive gaming:** It involve betting money or other valuable items on the outcome of a competitive video game or esports event.

In direct wagering, two or more individuals agree to bet on the outcome of a game, with the winner taking all or a predetermined portion of the wager. For example, two players may agree to bet \$100 on the outcome of a game of car racing, with the winner taking the full amount.

Staking, on the other hand, involves a third party that facilitates between the players. Players can deposit money or other assets into the staking platform, and then use those assets to place bets on themselves or other players in competitive gaming events. The staking platform takes a fee for facilitating the bets and managing the platform.

You acknowledge that these activities can be risky and maybe subject to legal restrictions in some jurisdictions.

- b) **Peer-to-Peer transactions:** Peer-to-peer (P2P) transactions are financial transactions that occur directly between two individuals without the involvement of a third-party intermediary such as bank or financial institution. We provide the service of P2P transactions in which you can transact directly with each other by electronic payment method. We provide up to 50% profit to the consumers who collect the most points by completing transactions daily.
- c) **Product selling:** We sell our own products on the Site that is available to buy at the display of the products section. You may buy, sell, trade, and opt for the auction for your own product and can take part in the auctioning of the other products available for auction on the Site.

d) Live streaming: We provide live streaming services for the auctioning of products sold on the Site

Gaming and entertainment activities are also getting streamed live on our Site.

SERVICES IN GIST- On the web and mobile platform, various transactions can be performed, which include buying, selling and trading products through the online store or live auctions. Additionally, direct wagering is possible for head-to-head matches and tournaments, primarily related to video games but not limited to them. Users can also pay for monthly subscriptions through the platform. Finally, peer to peer currency transactions can be made on the platform, providing users with a convenient and secure way to exchange currencies with one another.

4) AGE RESTRICTION

To use this website or any of the services offered on it, you must be at least 13 years old. You must be at least 18 years old to use this site's service of the direct wagering portion. You guarantee that you are at least 13 years old and have the legal capacity to accept this Agreement by using this Site. The Company disclaims all liability and responsibility for any age misrepresentation made by You.

5) LICENSE TO USE SITE

If You Use the Site or Services, The Business May Provide You Certain Information. These details could consist of things that can help you use the site or services, such as documentation, data, or information created by the company, but they're not the only ones ("**Company Materials**"). You are granted a non-exclusive, constrained, non-transferable, and revocable license by the Company to use the Company Materials only in connection with your use of the Site and Services, subject to this Agreement. This license to use the Company Materials expires when You stop using the Site or Services or when this Agreement terminates, and the Company Materials may not be utilized for any other purpose.

6) INTELLECTUAL PROPERTY

You acknowledge that the Company owns all copyrights, trademarks, trade secrets, patents, and other intellectual property related to the Site and all Services supplied by the Company ("Company IP"). You acknowledge that the Company is the sole owner of all rights, titles, and interests in and to the Company Intellectual Property (IP) and that You will not use the IP for any illegal or infringing purposes. Without the express written consent of the Company, you undertake not to copy or distribute any of the Company's Intellectual Property (IP) in any format, including electronically or through the registration of new trademarks, trade names, service marks, or Uniform Resource Locators (URLs).

You therefore grant the Company a royalty-free, non-exclusive, worldwide license to copy, display, use, broadcast, transmit, and create derivative works of any content you publish, upload, or otherwise make accessible to the Site in order for the Company to provide the Site and Services to You ("**Your Content**"). The Business makes no future claims of ownership over Your Content.

Please get in touch with us and let us know if you believe that any of your intellectual property rights have been violated in any other way by the material or media posted by one of our users.

7) USER OBLIGATIONS

You might be required to register with Us in order to access the Site or Services. You will select a password and a user identifier when you do this, which might be your email address or another keyword. You can also enter personal information, such as your name, but not only that. You are in charge of making sure that this data is accurate. You will be able to use the Site and Services if You provide this identifying information. Such identifying information must not be disclosed to any third parties, and you agree to tell Us right away in writing if you learn that your identifying information has been compromised. Email notification is adequate. You are in charge of protecting the privacy and security of Your identifying information and keeping Us informed of any changes. The same confidentiality and accuracy requirements apply to Your billing information as they do to the rest of your

identifying information, including credit card, billing address, and other payment information. This Agreement shall be immediately terminated upon the provision of any false or inaccurate information or the use of the Site or Services to further fraud or illegal activities.

8) PAYMENT & FEES

You agree to pay Us the particular monetary amounts necessary for that product or those Services should You sign up for any of the paid Services on this Site or purchase any good or service on this Site. You will be given more information about these costs ("Fees") when you register for and/or confirm your account. You will be shown the total amount due right before you make a purchase. Until You inform Us that You would prefer to cancel Your access to the Services, payment for any ongoing Services is paid automatically. Subscriptions will work as a boost for you because it will multiply 2x of your transaction and give you points which are called Duel cubes.

9) ACCEPTABLE USE

You acknowledge and agree that you shall not use the Site or Services for any illegal or otherwise forbidden purposes. You commit to using the Site and Services in no way that could harm them or the Company's overall operations.

- a) You further agree not to use the Site or Services:
 - I) To harass, abuse, or threaten others or otherwise violate any person's legal rights;
 - II) To violate any intellectual property rights of the Company or any third party;
 - III) To upload or otherwise disseminate any computer viruses or other software that may damage the property of another;
 - IV) To perpetrate any fraud;
 - V) To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;
 - VI) To publish or distribute any obscene or defamatory material;

- VII) To publish or distribute any material that incites violence, hate, or discrimination towards any group;
- VIII) To unlawfully gather information about others.

10)AFFILIATE MARKETING & ADVERTISING

The Company may engage in affiliate marketing through the Site and Services in which case the Company will get a commission on, or a share of the sale price of products or services made on or through the Site. The company is also opened to receiving sponsorships, advertising, and other forms of advertising remuneration from companies. This disclosure is meant to abide by all applicable laws, including the US Federal Trade Commission's rules on marketing and advertising.

11)PRIVACY INFORMATION

You could give us specific information by using the site and services. You give the Company permission to use Your information in the United States and any other nation where We may operate by using the Site or the Services.

- a) **Information We May Collect or Receive**: You must give us a working email address when you sign up for an account, and you may also give us other details like your name or billing info. Depending on how You use Our Site or Services, We might also get information from third-party applications you use to access Our Site, or we might get information through a variety of web technologies, like cookies, log files, clear gifs, web beacons, or other kinds of technology.
- b) **How We Use Information**: We make use of the data we have collected from You to make sure that You continue to have a positive experience on Our Site, including through email correspondence. To enhance our marketing and analytics, we may track specific components of the passive data we collect. To do this, we might collaborate with outside providers.
- c) **How You Can Protect Your Information**: You can choose to turn off cookies in Your web browser to prevent Us from accessing any passive information

We obtain from the usage of various technologies. Be informed that the Company will continue to get information about You through your express consent or means of contact you have provided to us, including Your email address. The Business will keep your information on file for the next 45 days if you decide to close your account. Thereafter, it will be removed.

12)SALES

On the Site, the Company may either offer its own products or services or permit third parties to do so. The Business pledges to provide all information about the products and services—including product descriptions and images—as accurately as possible. You understand and accept, however, that the Company makes no guarantees as to the veracity or accuracy of any product information, and that you acquire such products at your own risk. The Company does not guarantee the quality, safety, legality, merchantability, or fitness of any goods or services sold by third parties, and it disclaims all liability for any such products. You consent to bring any claim You may have against the product's seller/maker/manufacture directly and not against the company. You expressly waive any and all warranty or product liability claims against the Company in connection with goods or services produced or offered for sale by third parties.

13)SHIPPING/DELIVERY/RETURN POLICY

You realize that prices are liable to fluctuate and undertake to make sure that anything you purchase from Us are paid for. You agree to supply Us with accurate contact information, including a working email address, a shipping address, and a billing address, when you buy a physical product. For whatever reason, including inaccuracies or omissions in the data You give to us, we reserve the right to reject or cancel an order. If We decide to do this after your payment has been processed, We will provide You a refund for the full purchase price. Prior to finalizing a transaction, We could also need more details from You, and We reserve the right to impose any additional restrictions on the sale of any of Our items or service. You realize that prices are liable to fluctuate and undertake to make sure that anything you purchase from Us are paid for according to the price at the time of purchase. When you place an order for a physical good, we may preauthorize your credit or debit card, or we

may only charge it when the item is shipped. You agree to monitor Your method of payment. Shipment costs and dates are subject to change from the costs and dates that You are quoted due to unforeseen circumstances. Thus, any delivery/shipping date or time is simply an estimate and we are not liable for any delay in delivery. For any questions, concerns, or disputes, You agree to contact Us in a timely manner at the following: trexmaze@gmail.com

If You are unhappy with anything You have purchased on Our Site, You may do the following:

You can easily contact us by email at trexmaze@gmail.com or go through the refund process on the app and Site.

14)REVERSE ENGINEERING & SECURITY

You agree not to undertake any of the following actions:

- a) Reverse engineer, or attempt to reverse engineer or disassemble any code or software from or on the Site or Services;
- b) Violate the security of the Site or Services through any unauthorized access, circumvention of encryption or other security tools, data mining or interference to any host, user or network.

15)DATA LOSS

The Company does not accept responsibility for the security of Your account or content. You agree that Your use of the Site or Services is at Your own risk. You shall endeavor to take all reasonable measures (e.g., Anti-virus) to protect your information and devices. We do not take responsibility for any damage to your device or loss of information or damages or loss of profit due to downloading any information, pictures or other contents on this website or from downloading any file attached to emails we may send you.

16)INDEMNIFICATION

You consent to hold Us harmless from any and all legal claims and demands, including reasonable legal fees, that may result from or relate to Your use or abuse of the Site or Services, Your breach of this Agreement, or Your conduct or actions. You also agree to defend the Company and any of its affiliates (if applicable) from such claims and demands. You consent to the Company's right to choose its own legal counsel and, if it so chooses, to take part in its own defense.

17)SPAM POLICY

It is strictly forbidden for you to use the Site, or any other services provided by the Company for unlawful spam operations, such as collecting email addresses and other people's personal information or sending out bulk commercial emails.

18)THIRD-PARTY LINKS & CONTENT

The Business may on occasion post links to other websites or services operated by third parties. You acknowledge and agree that the Company is not liable or responsible for any loss or damage resulting from Your use of any third-party services to which Our Site may provide links.

19)MODIFICATION & VARIATION

This Agreement may be modified periodically and without prior notification to You by the Company. You acknowledge that the Company may change this Agreement or any of its terms at any time. You also acknowledge and agree that all modifications to this Agreement shall be effective immediately upon their posting on the Site and shall supersede and replace any prior versions of this Agreement, unless the most recent modification or variation specifically references or incorporates the previous version.

To the extent any part or sub-part of this Agreement is held ineffective or invalid by any court of law, You agree that the prior, effective version of this Agreement shall be considered enforceable and valid to the fullest extent.

You commit to regularly reviewing this Agreement for changes. Also, in order to prevent accessing an earlier version of this Agreement, you agree to clear Your cache when doing so. You acknowledge and agree that Your continuing use of the Site following any amendments to this Agreement constitutes Your acceptance to such adjustments. In the event that You fail to monitor any modifications to or variations of this Agreement, You agree that such failure shall be considered an affirmative waiver of Your right to review the modified Agreement.

20)ENTIRE AGREEMENT

The Parties' understanding with regard to any and all uses of this Site is fully expressed in this Agreement. All former or current agreements or understandings, whether written or oral, regarding the use of this Site and the services provided are superseded and replaced by this Agreement.

21)SERVICE INTERRUPTIONS

For scheduled or unexpected maintenance or emergency services, the Company may need to obstruct Your access to the Site. You acknowledge that downtime that is unexpected or unscheduled and may disrupt Your access to the Site for any reason, but that the Company is not responsible for any harm or loss resulting from such downtime.

22)TERM, TERMINATION & SUSPENSION

This Agreement between the Company and You may be terminated by the Company at any time, with or without cause. The Company expressly reserves the right to terminate this Agreement if You break any of its terms, including but not limited to publishing or disseminating illegal material, failing to abide by the law or other legal obligations, or violating the intellectual property rights of the Company or a third party. You may also end this Agreement at any moment if you have an account with us by getting in touch with us and asking to do so. Please remember that even after Your account has been terminated, any unpaid fees remain your responsibility. At the termination of this Agreement, any provisions that would be expected to survive termination by their nature shall remain in full force and effect.

23)NO WARRANTIES

You acknowledge that any Service offered by Us are provided "**As Is**" and that Your use of the Site and Services is at Your own risk. The Company hereby expressly disclaims any guarantees, whether express or implied, of any type, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. The Company disclaims any guarantees, express or implied, including warranties that the Site or Services will be uninterrupted, error-free, secure, or fulfil Your needs. Additionally, the Company disclaims all responsibility for the accuracy or trustworthiness of any information found on the Site or gained through the Services. You agree that any damage that may occur to You, through Your computer system, or as a result of loss of Your data from Your use of the Site or Services is Your sole responsibility and that the Company is not liable for any such damage or loss.

24) LIMITATION ON LIABILITY

You acknowledge that your use of the website and its services is completely your responsibility. You understand that there may be security issues with the Site and its services, and that any information you provide or receive while using them could be intercepted and later acquired by unauthorized parties. You understand and agree that you use the Site and its services at your own risk. Recognizing this, you acknowledge and agree that Duel cube and its suppliers and licensees will not be liable to you for any direct, indirect, incidental, special, consequential, punitive, exorbitant, or other damages of any kind, including without limitation damages for loss of profits, goodwill, use, data, or other tangible or intangible losses, or any other damages based on contract, tort, strict liability, or any other legal theory.

We shall not be liable for the following:

- i. any actions we take—or do not take—in response to communications you send us;
- ii. any use or inability to use the site or its services;
- iii. unauthorized access to or alteration of your transmissions or data;

- iv. statements or conduct of any third party on the site or through its services; human error; technical failures; failures; any injury or damage to computer equipment;
- v. inability to fully access the app or service or any other website; theft, tampering, destruction, or unauthorized access to your information.

The exclusion of certain warranties and the limitation or exclusion of liability for incidental or consequential damages are prohibited in some jurisdictions. Some of the above limitations may not therefore apply to you.

When you access, use, or browse the Site, or when you download any content from the Site, We accepts no responsibility and shall not be liable for any harm to, or viruses that may infect, your computer, telecommunication equipment, or other property.

25) GENERAL PROVISIONS:

a) LANGUAGE: All communications made, or notices given pursuant to this Agreement shall be in the English language.

b) JURISDICTION, VENUE & CHOICE OF LAW: Through Your use of the Site or Services, You agree that the laws of the State of Colorado shall govern any matter or dispute relating to or arising out of this Agreement, as well as any dispute of any kind that may arise between You and the Company, with the exception of its conflict of law provisions.

In case any litigation specifically permitted under this Agreement is initiated, the Parties agree to submit to the personal jurisdiction of the state and federal courts of the following county: Pueblo, Colorado. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature. You hereby waive the right to any objection of venue, including assertion of the doctrine of forum non conveniens or similar doctrine.

c) ARBITRATION: In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit

the dispute to binding arbitration. The arbitration shall be conducted in the following county: Pueblo, Colorado. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing Federal law as well as the law of the following state: Colorado. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on Federal and state law, and claims based on local laws, ordinances, statutes or regulations. *Intellectual property claims by the Company will not be subject to arbitration and may, as an exception to this sub-part, be litigated.* The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.

d) SEVERABILITY: If any part or sub-part of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.

e) NO WAIVER: In the event that We fail to enforce any provision of this Agreement, this shall not constitute a waiver of any future enforcement of that provision or of any other provision. Waiver of any part or sub-part of this Agreement will not constitute a waiver of any other part or sub-part.

f) HEADINGS FOR CONVENIENCE ONLY: Headings of parts and sub-parts under this Agreement are for convenience and organization, only. Headings shall not affect the meaning of any provisions of this Agreement.

g) NO AGENCY, PARTNERSHIP OR JOINT VENTURE: No agency, partnership, or joint venture has been created between the Parties as a result of this Agreement. No Party has any authority to bind the other to third parties.

h) ELECTRONIC COMMUNICATIONS PERMITTED: Electronic communications are permitted to both Parties under this Agreement, including e-mail or fax. For any questions or concerns, please email Us at the following address:

trexmaze@gmail.com