

TERMS OF USE

These Terms of Use constitute a legally binding agreement made between you and the MAFAGAFO game in relation to your access to and use of the <https://mafagafo.com/> website and the MAFAGAFO application, as well as any other form of media, media channel, mobile website or mobile application related, linked or otherwise connected thereto (collectively, the "Site" and the "Application"). MAFAGAFO is an online multiplayer game of global reach, with all its rights owned by MAFATECH CORP. LTD. with play-to-earn features, running on the Binance Smart Chain, a blockchain that uses proof-of-stake-authority (PoSA) as a consensus model, which will provide users with an income possibility based on trading MafaCoin (\$MAFA), Mafagafos and other virtual items.

Furthermore, the game is guided by specifically developed smart contracts (each, a "Smart Contract") to allow users to own, transfer, battle, and create genetically unique digital creatures. It also allows users to own and transfer other digital assets, such as land, accessories, and generally related items. These assets can be viewed on a website that the user can interact with (the "Site"). Smart Contracts and the Site are collectively referred to in these Terms as the "App." Using the App, users can view their assets and use Smart Contracts to purchase, trade, collect, and create creatures with other App users.

WE ARE ONLY WILLING TO MAKE THE APPLICATION, SMART CONTRACTS AND THE SITE AVAILABLE IF YOU ACCEPT ALL OF THESE TERMS. BY USING THE APPLICATION, SMART CONTRACTS, THE SITE OR ANY OTHER OFFICIAL MAFAGAFO PRODUCT, YOU ARE CONFIRMING THAT YOU HAVE READ, UNDERSTOOD AND FULLY AGREE TO ABIDE BY ALL OF THESE TERMS OF USE. IF YOU DO NOT AGREE AND/OR ACCEPT ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE, THE APPLICATION AND THE SMART CONTRACTS AND MUST DISCONTINUE USE IMMEDIATELY.

Supplemental Terms and Conditions or documents that may be posted on the Site, the App and Smart Contracts from time to time are expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you of any changes by updating the "Last Updated" date of these Terms of Use, and you waive any right to receive specific, advance notice of each change. It is your sole responsibility to periodically review these Terms of Use to stay informed of updates. You shall be subject to and shall be deemed to have been informed of and accepted the changes to any revised Terms of Use by your continued use of the Site, the Application and the Smart Contracts after the revision date of each posted version.

The information on the Site, the App and Smart Contracts is not intended for distribution to any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or would subject us to any registration requirement within such jurisdiction or country. Accordingly, any person who accesses the Site and/or the Application in violation of local law is doing so on his or her own initiative and will have to deal with the consequences where applicable.

The Site is intended for users who are at least 18 years of age. Persons under the age of 18 are not permitted to use or register on the Site, the Application or Smart Contracts.

1. INTELLECTUAL PROPERTY RIGHTS

The Site, the Application and the Smart Contracts are exclusive property of the company MAFATECH CORP. LTD., as well as all source code, databases, functionality, software, web design, audio, video, text, photographs and graphics on the Site and the Applications (collectively, the "Content") and the trademarks, service marks and logos contained therein (the "Marks") are owned, controlled by or licensed to us and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws, foreign jurisdiction and international conventions. Except as expressly provided in these Terms of Use, no part of the Site, the Application, and the Smart Contract and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose, without our express prior written permission.

Provided that you are eligible to use the Site, the App and the Smart Contracts, you are granted a limited license to access and use the Site or to download or print a copy of any portion of the Content to which you have properly obtained access solely for your personal, non-commercial use. We reserve all rights, expressly stating that we do not grant you any rights in the Site, the App, the Content, and the Marks.

2. USER REPRESENTATIONS

By using the Site, the Application and Smart Contracts, you represent and warrant that: (1) all registration information submitted will be true, accurate, current and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have legal capacity and agree to comply with these Terms of Use; (4) you are not a minor and have civil liability in the jurisdiction in which you reside; (5) you will not engage in any conduct that is considered immoral and/or criminal under any Law or legal restrictions; (6) you will not solicit or receive, for yourself or another person, directly or indirectly, any undue advantage or promise of such advantage; (7) you will not obtain, for yourself or another person, an unlawful advantage, to the detriment of another, by inducing or keeping someone else in error, through artifice, trickery or any other fraudulent means; (8) you will never agree to purchase tokens from third parties, outside the unofficial and unprotected blockchain virtual environment; (9) you are aware and fully responsible that the purchase of tokens is not an investment contract, nor are there any guarantees of profitability or appreciation of crypto assets/NFTs; (10) you should not make any purchase unless you are prepared to handle a possible total loss of your purchase amount; (11) you are aware of and responsible for the fact that tokens can present great risks and can be difficult to understand; (12) you will not access the Site, the Application and the Smart Contracts by automated, non-human means, whether through a bot, script or otherwise; (13) you will not use the Site, the Application and the Smart Contracts for illegal and unauthorized purposes; and (14) your use of the Site, the Application and the Smart Contracts will not violate any applicable law or regulation. If you provide any information that is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site, the Application and the Smart Contracts (or any part thereof); (15) you will use only one game account to earn

tokens in any 24-hour period; (16) you, as the owner of \$MAFA or any other item, are solely responsible for the actions of any third party playing on your behalf, and you represent that the actions of such third party may have consequences for any connected accounts you own; (17) you will not manipulate the energy system, such as gifting \$MAFA to make use of more energy (this applies to multiple accounts); (18) you have not been included on any trade embargo or economic sanctions list (such as the United Nations Security Council Sanctions List), the list of specially designated citizens maintained by OFAC (the U.S. Treasury Department's Office of Foreign Asset Control), or the U.S. Department of Commerce's list of denied persons or entities; (19) MAFAGAFO (Mafatech) or third party vendors with whom we work may store the IP address you use to access the site.

MAFATECH reserves the right to choose which markets and jurisdictions to conduct its business and may restrict or refuse, at its sole discretion, to provide services in certain countries or regions.

3. USER REGISTRATION

You may be required to register for the Site, the Application and Smart Contracts. You agree to keep your password confidential and you will be responsible for all use of your account and password. We reserve the right to remove, reclaim or change a username that you select if we determine, in our sole discretion, that such username is inappropriate, obscene or otherwise objectionable.

4. PROHIBITED ACTIVITIES

As a user, you declare that you are fully aware that some activities are expressly prohibited, such as:

- You may not access or use the Site, the Application and the Smart Contracts for any purpose other than that for which we make the Site, the Application and the Smart Contracts available. The Site, the Application and the Smart Agreements may not be used in connection with any commercial endeavors unless agreed to in a binding legal agreement with Mafatech.
- Systematically retrieve data or other content from the Site, the Application and Smart Contracts to create or compile, directly or indirectly, a collection, compilation, database or directory without our written permission.
- Make any unauthorized use of the Site, App and Smart Contracts, including collecting usernames and/or email addresses of users by electronic means, or any other means, for the purpose of sending unsolicited e-mail or creating user accounts by automated means or under false pretenses.
- Use a shopping agent, or any other external means and tools, malicious or otherwise, to make purchases from the Site, the Application and the Smart Contracts.
- Use the Site, the Application and the Smart Contracts to advertise or offer to sell goods and services.
- Bypass, disable or otherwise interfere with security-related features of the Site, the App and the Smart Contracts, including features that prevent or restrict your use or copying of

any content, or impose limitations on your use of the Site, the App and the Smart Contracts and/or the content contained therein.

- Engage in unauthorized framing of or linking to the Site, the Application and Smart Contracts.
- Cheat, fraud or deceive us and other users, especially in any attempt to obtain confidential account information, such as user passwords.
- Misuse our support services, social communities or by submitting false reports of abuse or misconduct.
- Engage in any automated use of the system, such as the use of scripts to send comments or messages, or the use of data mining, robots, or similar data gathering and extraction tools.
- Interfere with, disrupt, or create an undue load on the Site, the Application and Smart Contracts, or networks or services connected to the Site.
- Attempt to impersonate another user or person or use another user's username.
- Sell or transfer your profile
- Use any information obtained from the Site, the App and Smart Contracts to harass, abuse or harm another person.
- Use the Site, the App, and the Smart Contracts as part of any effort to compete with us or otherwise use the Site, the App and the Smart Contracts and/or the content for any revenue-generating or commercial enterprise.
- Decrypt, decompile, disassemble, or reverse engineer any software that includes or is in any way part of the Site, the Application and the Smart Contracts.
- Attempting to circumvent any measures on the Site designed to prevent or restrict access to the Site or any part of the Site, the Application, and the Smart Contracts.
- Harass, intimidate, or threaten any of our employees or agents involved in providing any part of the Site, the Application and the Smart Contracts to you.
- Delete the copyright or any other proprietary rights notice from any Content.
- Copy or adapt the software on the Site, including but not limited to Flash, PHP, HTML, JavaScript or any other code.
- Upload or transmit (or attempt to upload or transmit) viruses, Trojan horses or other material, including excessive use of capital letters and spam (continuous posting of repetitive text), that interferes with the uninterrupted use and enjoyment of the Site by any party or modifies, impairs, disrupts, alters or interferes with the use, features, functions, operation or maintenance of the Site, the Application and the Smart Contracts.
- Upload or transmit (or attempt to upload or transmit) any material that acts as a passive or active information gathering or transmission mechanism, including, without limitation, clear

graphic interchange formats ("gifs"), 1×1 pixels, web bugs, cookies or other similar devices (sometimes referred to as "spyware" or "passive gathering mechanisms" or "pcms").

- Except as may be the result of standard search engines or Internet browser usage, using, initiating, developing or distributing any automated system, including, without limitation, any spider, robot, cheat utility, scraper or offline reader accessing the Site, the App and Smart Contracts, or using or initiating any unauthorized script or other software.
- Disparage, tarnish or otherwise damage the image of the company, the project, the members of all Mafatech teams, and/or the Site, the App and the Smart Contracts.
- Use the Site, the Application and the Smart Contracts in a manner inconsistent with any applicable laws or regulations.

5. FEES AND PAYMENTS

All purchases (creating items, buying items) on the website or at the marketplace will be made via smart contracts on a blockchain using a digital wallet. All financial transactions that you engage in will be conducted exclusively via blockchain through a digital wallet. We will have no insight or control over these payments or transactions, nor will we have the ability to reverse any transactions. With that in mind, we will have no liability to you or any third party for any claims or damages that may arise as a result of any transactions you conduct through the Site and/or the Application or using the Smart Contracts, or any other transactions you conduct through the Binance Smart Chain network.

You will be solely responsible for paying any and all sales, use, value-added and other taxes, fees and assessments (other than taxes on our net income) now or in the future claimed or imposed by any governmental authority (collectively, "Taxes") associated with your use of the App (including, without limitation, any taxes that may be due as a result of your ownership, transfer or creation of any of your Mafagafos). Except for income taxes collected from Mafatech, you: (i) will pay or reimburse us for all national, federal, state, local or other taxes and assessments of any jurisdiction, including value added taxes and taxes as required by international tax treaty, customs or other import or export taxes, and amounts collected in lieu thereof based on charges set, services performed or payments made hereunder, as they are now or hereafter may be imposed under the authority of any national, state, local or any other jurisdiction; and (ii) shall not be entitled to deduct the amount of any taxes, fees or assessments from payments made to us in accordance with these Terms.

6. PRESENTATION

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Site, the Application and the Smart Contracts ("Submissions") provided by you are non-confidential and shall become our exclusive property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any legal, commercial or other purpose without acknowledgment or compensation to you. You waive any moral rights to any such Submissions, and you warrant that such Submissions are original or that you have the right to send them. You agree that there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

7. THIRD-PARTY SITES AND CONTENT

The Site and/or the Application (or you may be sent through the Site and/or the Application) links to other websites ("Third-Party Sites"), as well as articles, photography, text, graphics, images, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties ("Third-Party Content"). Such third party sites and content are not investigated, monitored or verified for accuracy, appropriateness or completeness by us, and we are not responsible for any third party sites accessed through the Site and/or the Application, or any Third-Party Content posted, available through or installed from the Site and/or the Application, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the third party sites or the Third-Party Content. Your inclusion, linking or permitting the use or installation of any Third-Party Sites or any Third-Party Content does not imply our approval or endorsement. If you decide to leave the Site and/or the Application and access the Third-Party Sites or use or install any Third-Party Content, you do so at your own risk and should be aware that these Terms of Use no longer govern. You should review the applicable terms and policies, including privacy and data collection practices, of any website to which you navigate from the Site and/or the Application or relating to any applications that you use or install from the Site and/or the Application. Any purchases you make through third party sites will be through other sites and other companies, and we assume no responsibility with respect to such purchases which are solely between you and the applicable third party. You agree and acknowledge that we do not endorse the products and services offered on third party sites and you shall hold us harmless for any harm caused by your purchase of such products and services. In addition, you shall hold us harmless from any loss suffered by you or damage caused to you as a result in any way of any Third-Party Content or any contact with Third-Party Sites.

8. ADVERTISER

We allow advertisers to display their advertisements and other information on certain areas of the Site and of the Application, such as sidebar or banner advertisements. If you are an advertiser, you assume full responsibility for any advertisements that you place on the Site and/or the Application, and for any services provided on the Site and/or the Application, or products sold through such advertisements. In addition, as an advertiser, you warrant and represent that you have all rights and authority to place advertisements on the Site and/or the Application, including, but not limited to, intellectual property rights, rights of publicity, and contractual rights. We simply provide the space to place such advertisements and have no further relationship with any advertisers.

9. TERMINATION

These Terms of Use remain in full force and effect while you use the Site, the Application and the Smart Contracts. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT, WITHOUT NOTICE OR LIABILITY, TO DENY ANY PERSON'S ACCESS TO AND USE OF THE SITE, THE APP, AND THE SMART CONTRACT (INCLUDING THE BLOCKING OF CERTAIN IP ADDRESSES) FOR ANY REASON OR NO REASON, INCLUDING, WITHOUT LIMITATION, THE VIOLATION OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY

TERMINATE YOUR USE OF OR PARTICIPATION IN THE SITE, THE APP AND THE SMART CONTRACT OR DELETE YOUR ACCOUNT WITHOUT NOTICE, IN OUR SOLE AND EXCLUSIVE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account in your name, a false or borrowed name, or the name of a third party, even if you are acting on behalf of the third party. In addition to terminating and suspending your account, we reserve the right to take appropriate legal action, including, without limitation, civil, criminal, injunctive or other actions that may be appropriate in the circumstances.

10. APPLICABLE LAW

These Terms of Use and your use of the Site, the Application and the Smart Contracts are governed by and construed in accordance with the laws of the British Virgin Islands applicable to contracts made and to be performed entirely within the British Virgin Islands, without regard to its conflict of law principles.

11. LEGAL DISCLAIMERS

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR ACCESS TO AND USE OF THE SITE, THE APPLICATION AND THE SMART CONTRACTS IS AT YOUR SOLE RISK, AND THAT THE SITE, THE APPLICATION AND THE SMART CONTRACTS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, WE, OUR SUBSIDIARIES, AFFILIATES AND LICENSORS MAKE NO EXPRESS WARRANTIES AND HEREBY DISOWN ALL IMPLIED WARRANTIES RELATING TO THE SITE, THE APPLICATION AND THE SMART CONTRACTS, WITHOUT LIMITATION AND IN ANY PART. THE SITE, ANY SMART CONTRACTS OR ANY EXTERNAL SITE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, CORRECTNESS, ACCURACY OR RELIABILITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE, OUR SUBSIDIARIES, AFFILIATES AND LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (I) YOUR ACCESS TO OR USE OF THE SITE, THE APPLICATION AND THE SMART CONTRACTS WILL MEET YOUR REQUIREMENTS, (II) YOUR ACCESS TO OR USE OF THE SITE, THE APPLICATION AND THE SMART CONTRACTS WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (III) USAGE DATA PROVIDED THROUGH THE SITE, THE APPLICATION AND THE SMART CONTRACTS WILL BE ACCURATE, (IV) THE SITE, THE APPLICATION, THE SMART CONTRACTS OR ANY CONTENT, SERVICES OR FEATURES MADE AVAILABLE ON OR THROUGH THE SITE, THE APPLICATION AND THE SMART CONTRACTS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (V) THAT ANY DATA YOU DISCLOSE WHEN USING THE SITE, APPLICATION AND SMART CONTRACTS IS SECURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONSUMER CONTRACTS, SO SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND CONDUCTING BUSINESS ONLINE OVER THE INTERNET AND AGREE THAT WE HAVE NO LIABILITY FOR ANY BREACH OF SECURITY UNLESS DUE TO OUR GROSS NEGLIGENCE.

WE SHALL NOT BE LIABLE TO YOU FOR ANY LOSSES THAT YOU INCUR AS A RESULT OF YOUR USE OF THE NETWORK, THE ELECTRONIC WALLET, INCLUDING, BUT NOT LIMITED TO, LOSSES, DAMAGES OR EVENTS FROM: (A) USER ERROR, SUCH AS FORGOTTEN PASSWORDS OR INCORRECTLY CONSTRUCTED SMART CONTRACTS OR OTHER TRANSACTIONS; (B) SERVER FAILURE OR LOSS OF DATA; (C) CORRUPTED GOOGLE WALLET FILES; (D) UNAUTHORIZED ACCESS OR ACTIVITIES BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, USE OF VIRUSES, PHISHING, BRUTE FORCE OR OTHER MEANS OF ATTACK AGAINST THE APPLICATION, NETWORK OR ELECTRONIC WALLET.

\$MAFA ARE INTANGIBLE DIGITAL ASSETS THAT EXIST ONLY BY VIRTUE OF THE RECORD OF OWNERSHIP MAINTAINED ON THE BINANCE SMART CHAIN NETWORK. ALL SMART CONTRACTS ARE CONDUCTED AND TAKE PLACE ON THE DECENTRALIZED LEDGER WITHIN THE BINANCE SMART CHAIN NETWORK. MAFATECH/MAFAGAFO HAS NO CONTROL OVER, AND MAKES NO WARRANTIES OR PROMISES WITH RESPECT TO, SMART CONTRACTS. MAFATECH/MAFAGAFO IS NOT RESPONSIBLE FOR LOSSES DUE TO BLOCKAGES OR ANY OTHER FEATURE OF THE NETWORK AND ELECTRONIC WALLET, INCLUDING, BUT NOT LIMITED TO, DELAYED REPORTING BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORTING AT ALL) OF ANY PROBLEMS WITH THE BLOCKCHAIN SUPPORTING THE NETWORK, INCLUDING FORKS, TECHNICAL NODE PROBLEMS, OR ANY OTHER PROBLEMS THAT RESULT IN LOSSES.

12. LIMITATION OF LIABILITY

YOU UNDERSTAND AND AGREE THAT WE, OUR SUBSIDIARIES, AFFILIATES AND LICENSORS SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT YOU MAY INCUR. LIABILITY FOR, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS (WHETHER INCURRED DIRECTLY OR INDIRECTLY), LOSS OF GOODWILL OR BUSINESS REPUTATION, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY OTHER INTANGIBLE LOSS, WHETHER NOTICE OF THE POSSIBILITY OF SUCH DAMAGES IS INTANGIBLE.

YOU AGREE AND ACKNOWLEDGE THAT OUR TOTAL AND AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS OR YOUR ACCESS TO OR USE OF (OR YOUR INABILITY TO ACCESS OR USE) ANY PART OF THE SITE, THE APPLICATION AND THE SMART CONTRACTS, WHETHER IN CONTRACT, DELICT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, IS LIMITED TO THE GREATEST AMOUNT YOU ACTUALLY PAID US UNDER THESE TERMS DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE OF THE CLAIM, OR ONE HUNDRED (100) US DOLLARS.

YOU AGREE AND ACKNOWLEDGE THAT WE HAVE MADE THE SITE, THE APPLICATION AND THE SMART CONTRACTS AVAILABLE TO YOU AND ACCEPT THESE TERMS IN RELIANCE ON THE DISCLAIMERS OF WARRANTY AND LIMITATIONS OF LIABILITY SET FORTH HEREIN, WHICH REFLECT REASONABLE AND FAIR LIABILITY. THE PARTIES HERETO FORM AN ESSENTIAL BASIS FOR THE BUSINESS BETWEEN US. WE CANNOT PROVIDE ACCESS TO THE SITE, THE APPLICATION AND THE SMART CONTRACTS TO YOU WITHOUT THESE LIMITATIONS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND SOME JURISDICTIONS ALSO LIMIT DISCLAIMERS OR LIMITATIONS OF LIABILITY FOR PERSONAL INJURY OF CONSUMER PRODUCTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO CLAIMS.

13. RISK ASSUMPTION

You accept and acknowledge each of the following:

A. Blockchain asset prices are extremely volatile. Fluctuations in the price of other digital assets can materially and adversely affect the value of your \$MAFAs, which may also be subject to significant price volatility. We cannot guarantee that any buyer of \$MAFA will either lose or make money.

B. You are solely responsible for determining what taxes, if any, apply to your \$MAFA-related transactions. MAFATECH/MAFAGAFO is not responsible for determining the taxes that apply to your transactions on the Application, the Site or Smart Contracts.

C. The application does not store, send, or receive \$MAFAs. This is because \$MAFAs exist only by virtue of the ownership record held in the application's supporting blockchain on the Binance Smart Chain network. Any transfer of \$MAFA occurs only on the Binance Smart Chain (BSC) network.

D. There are risks associated with using an Internet-based currency, including, but not limited to, the risk of hardware, software, and Internet connections, the risk of introducing malicious software, and the risk that third parties may gain unauthorized access to the information stored in your wallet. You accept and acknowledge that MAFATECH/MAFAGAFO shall not be liable for any communication failures, interruptions, errors, distortions or delays you may experience when using the Binance Smart Chain network, whatever the causes.

E. Lack of public use or interest in the creation and development of distributed ecosystems can negatively impact the development of the \$MAFA ecosystem and therefore the utility or potential value of \$MAFA.

F. The regulatory regime governing blockchain technologies, cryptocurrencies and tokens is uncertain, and new regulations or policies could adversely affect the development of the \$MAFA ecosystem and thus the potential usefulness or value of \$MAFA.

G. Updates to the Binance Smart Chain Network may have unintended adverse effects on all MAFATECH/MAFAGAFO assets.

14. INDEMNIFICATION

You agree to defend, indemnify and hold us, including our subsidiaries, affiliates and all of our respective officers, agents, partners and employees, harmless from and against any and all losses, damages, liabilities, claims or demands, including attorneys' fees, charges and expenses, made by any third party due to or arising out of: (1) your use of the Site, (2) your violation of these Terms of Use, (3) any breach of your representations and warranties set forth in these Terms of Use, (4) your violation of the rights of any third party, including but not limited to intellectual property rights, or (5) any overtly prejudicial act in connection with any other use of the Site, the Application and the Smart Contracts with which you have connected through the Site, the Application and the Smart Contracts. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of any such claims. We will make all reasonable efforts to notify you of any claim, action or proceeding that is subject to this indemnification as soon as we become aware of it.

15. USER DATA

You declare your express consent for us to collect, process and store data about you as we deem necessary for the provision of our services.

We will retain certain data that you transmit to the Site, the Application and the Smart Contracts for the purpose of managing the performance of the Site, the Application and the Smart Contracts, as well as data related to your use of the Site, the Application and the Smart Contracts. Although we make regular routine backups of data, you are solely responsible for all data you transmit or release for any activity you engage in using the Site, the Application and the Smart Contracts. You agree that we will have no liability to you for any loss or corruption of such data, and you waive any right of action against us arising from any loss or corruption of such data.

16. MISCELLANEOUS

These Terms of Use and any policies or operational rules posted by us on or in connection with the Site, the Application and the Smart Contracts constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permitted by law. We may assign any or all of our rights and obligations to third parties at any time. Without prejudice of any of the aforementioned provisions, we shall not be liable for any loss, damage, delay or failure to act caused by any cause beyond our reasonable control. If any provision or portion of a provision of these Terms of Use is determined to be unlawful, void and unenforceable, that provision or portion

of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment, or agency relationship created between you and us as a result of these Terms of Use or your use of the Site, the Application and the Smart Contracts. You agree that these Terms of Use will not be construed against us for having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the parties' failure to sign to enforce these Terms of Use.

LAST UPDATE: 18.03.2022