

IMAGINE REPLAY

Terms of Service

Last Updated: 2023-08-04

1. INTRODUCTION

These Terms of Service (these “Terms” or this “Agreement”) govern your access to and use of certain products, services and properties made available by Imagine Replay, Inc., (“Replay,” “we,” “us” or “our”). Our products, services and properties include, without limitation, our RewardTV App and other content streaming and end user rewards platform; our online and/or mobile services, including the site(s) and/or app(s) through which these Terms are made available, and software provided on or in connection with those services (collectively, the “Service”). (As used herein, the term “you” (including any variant) refers to each individual who enters into these Terms on such individual’s own behalf or any entity on behalf of which an individual enters into these Terms.) Certain features of the Services may be subject to additional guidelines, terms, or rules (“Supplemental Terms”), which will be displayed in connection with such features. These Terms and all such Supplemental Terms, which are incorporated by reference, are collectively referred to as the “Agreement.” If these Terms are inconsistent with any Supplemental Terms, the Supplemental Terms shall control solely with respect to such services. **THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS, SO PLEASE READ CAREFULLY. BY CLICKING ON ANY “I ACCEPT” (OR SIMILAR) BUTTON, CREATING AN ACCOUNT (AS DEFINED BELOW), PURCHASING OR OFFERING TO PURCHASE RPLAY TOKENS (AS DEFINED BELOW) OR REPLAY NFTS (AS DEFINED BELOW), USING OR REDEEMING ANY OFFERS (AS DEFINED BELOW), USING THE SERVICE, AND/OR DOWNLOADING ANY MOBILE APPLICATION OFFERED BY REPLAY AND THROUGH WHICH THESE TERMS ARE MADE AVAILABLE (EACH AND COLLECTIVELY, THE “APPLICATION”), YOU AGREE TO BE BOUND BY THIS AGREEMENT AND ALL OF THE TERMS INCORPORATED HEREIN.** If you do not agree to this Agreement, you may not access or use the Service.

PLEASE READ SECTION 20 OF THIS AGREEMENT CAREFULLY, AS IT CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE AGREEING TO MANDATORY INDIVIDUAL ARBITRATION FOR THE RESOLUTION OF DISPUTES AND WAIVING YOUR RIGHT TO A JURY TRIAL ON YOUR CLAIMS.

PLEASE BE AWARE THAT SECTION 6 OF THIS AGREEMENT, BELOW, CONTAINS YOUR OPT-IN CONSENT TO RECEIVE COMMUNICATIONS FROM US.

Please refer to our Privacy Policy for information about how we collect, use and share personal information about you. By submitting data through the Service, you expressly consent to the collection, use and disclosure of your personal data in accordance with the Privacy Policy.

Replay reserves the right to change or modify this Agreement at any time and in our sole discretion. If we make changes to this Agreement, we will provide notice of such changes, such as by sending an email notification (if you have provided your email address), providing notice through the Service and/or updating the “Last Updated” date at the beginning of this Agreement. By continuing to access or use the Service at any point after such update, you confirm your acceptance of the revised Terms and all of the terms incorporated therein by reference. We encourage you to review this Agreement frequently to ensure that you understand the terms and conditions that apply when you access or use the Service. If you do not agree to the revised Terms, you may not access or use the Service.

2. OUR SERVICE

a. The Service consists of Replay’s proprietary OTT pay-per-view streaming service (the “Streaming Service”), the website and/or Application through which the Streaming Service is made available. In order to access certain features of the Service you may be required to become a Registered User (and other eligibility criteria, such as location, may apply). For purposes of the Agreement, a “Registered User” is a user who has registered an account on the Service (“Account”) or has a valid account on a supported third-party service through which the user has connected to the Service. Some Registered Users may also be given access to or receive certain digital assets in connection with the Streaming Service, including without limitation any fungible blockchain-based tokens offered or otherwise made available by Replay (“RPLAY Tokens”) and any non-fungible tokens offered or otherwise made available by Replay (“Replay NFTs”). RPLAY Tokens are digital assets based on the THETA technology that may be used as a unit of account among advertisers, content providers, and users within Replay Applications. The RPLAY Token and Replay NFTs do not entitle a holder to any equity, governance, voting or similar right or entitlement in Replay or in any affiliated company. Furthermore, you understand and acknowledge that RPLAY Tokens and Replay NFTs are dependent upon third-parties, including unaffiliated and decentralized participants in a distributed ledger network. Replay does not control or represent these parties nor warrant that they will continue providing services or that any services will be error-free or non-malicious. Your interactions with RPLAY Tokens, Replay NFTs, other digital assets, and THETA technologies are solely at your own risk.

b. You may access Streaming Content (as defined below) only within the country in which you have established your Account and only in geographic locations where we offer the Streaming Service and have licensed such content. The Streaming Content that may be available will vary by geographic location and is subject to change from time to time. The number of devices on which a Registered User may simultaneously watch Streaming Content from one Account may vary from time to time. The quality of the display of the Streaming Content may vary from device to device, and may be affected by a variety of factors, such as your location, the bandwidth available through and/or speed of your Internet connection. Not all content is available in all formats. Replay makes no representations or warranties about the quality of any Streaming Content or your experience with the Streaming Service on your device or display.

c. You may only access or participate in certain features of the Service (e.g. purchasing Replay NFTs and/or redeeming RPLAY Tokens, Offers, or Replay NFTs to access the Streaming Service) for which you are eligible. To receive RPLAY Tokens or Replay NFTs, you may be required to link an electronic wallet that allows you to purchase, store, and engage in authorized transactions (each, a “Digital Wallet”). We may from time to time offer special promotional offers, credits, points, rewards, classifications, plans or memberships (“Offers”). The eligibility requirements and other limitations and conditions will be disclosed when you sign-up for the Offer or in other communications made available to you. Offers have no intrinsic value and do not represent a claim against Replay. Replay may restrict access to and trading of any Offers. RPLAY Token, Replay NFT, Offer, and Digital Wallet eligibility is determined by Replay at its sole discretion, and we reserve the right to suspend or revoke any tokens, Offers, or other Content (and put your Account on hold) if we determine you are not eligible. Certain Registered Users may not be eligible for certain Service features, Offers, or Content. We may use information such as device ID, method of payment or an account email address used with an existing or recent Account to determine eligibility for transactions on, or other features of, the Service (including, without limitation, eligibility related to any RPLAY Tokens, Replay NFTs, Offers, or Digital Wallets). Transactions in RPLAY Tokens and Replay NFTs may be temporarily or permanently restricted. The regulatory environment for digital assets is evolving, and we reserve the right to adjust and control functionality, eligibility, transferability, access, and use based on applicable laws and regulations. Depending on your country of residence, you may not be eligible for RPLAY Tokens. We may convert any balance associated with a user’s account into non-tradable Offers that may be redeemed for certain eligible rewards on the Service at our sole discretion.

d. Artwork on the Replay platform, including in Replay NFTs, is licensed, and not transferred or sold. Acquisition, purchase, sale or other transactions on the platform, including transactions involving Replay NFTs, do not convey rights to artwork or other intellectual property (including, without limitation, intellectual property protected by copyright, trademark, trade secret, patent, publicity, or other rights) except as expressly granted in this Agreement.

3. USER REPRESENTATIONS AND WARRANTIES

a. You must be eighteen (18) years old or otherwise capable of forming a binding contract in your jurisdiction to use the Service. By using the Service, whether to access the Streaming Service or otherwise, you agree (i) to provide accurate, current, and complete information about yourself as requested, (ii) to maintain and promptly update such information from time to time as necessary, (iii) to maintain the security of your Account and Digital Wallet and accept all risks of unauthorized access to your Account and Digital Wallet and to the information you provide to us, and (iv) to notify us immediately if you discover or otherwise suspect any security breaches related to the Service or your Account or Digital Wallet.

b. You will not buy, sell, rent, or lease access to the Service without our written permission; or log in or try to log in to access the Service through unauthorized third party applications or clients.

c. Replay may require you to provide additional information and documents from time to time, including without limitation at the request of any competent authority or in order to help Replay comply with applicable law, regulation, or policy, including laws related to anti-laundering (legalization) of incomes obtained by criminal means, or for counteracting financing of terrorism. Replay may also require you to provide additional information and documents in cases where it has reasons to believe that:

- Your Digital Wallet or other means of access to the Service is being used for money laundering or for any other illegal activity;
- You have concealed or reported false identification information and other details; or
- Transactions effected via your Digital Wallet may have been effected in breach of this Agreement (or any applicable Replay policy).

In such cases, Replay, in its sole discretion, may pause or cancel your transactions until such requested additional information and documents have been reviewed by Replay and accepted as satisfying the requirements of applicable law, regulation, or policy. If you do not provide complete and accurate information and documents in response to such a request, Replay may refuse to provide any Replay NFT, Content (as defined below), product, service and/or further access to the Service to you.

d. When you purchase a RPLAY Token or Replay NFT, use or redeem an Offer, or otherwise use the Service, you hereby represent and warrant, to and for the benefit of Replay, its affiliates and their respective representatives, as follows:

- **Authority.** You hereby represent and warrant that (i) you have all requisite capacity, power and authority to enter into, comply with, and perform your obligations (and engage in any transactions or other activities you engage in) under this Agreement; (ii) the execution, delivery and performance of your obligations under this Agreement have been duly authorized by all necessary action on your part and, if you are an entity, on the part of such entity's board of directors or comparable authority(ies); and (iii) no other proceedings on your part are necessary to authorize the execution, delivery or performance of your obligations under this Agreement.

- **Due Execution.** This Agreement constitutes your legal, valid and binding obligation, enforceable against you in accordance with this Agreement.

- **Accuracy of Information.** You hereby represent and warrant that all information provided to Replay and/or its third-party designees, including its address and social security number or tax ID number, is accurate and complete. You also represent and warrant that none of: (i) you; (ii) any of your affiliates; (iii) any other person having a beneficial interest in you; or (iv) any person for whom you are acting as agent or nominee in connection with this Agreement is: (A) a country, territory, entity or individual named on an OFAC list as provided at <http://www.treas.gov/ofac>, or a person or entity prohibited under the OFAC programs, regardless of whether or not they appear on the OFAC list; or (B) a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure.

- **Non-Contravention.** This Agreement does not, and the performance of your obligations under this Agreement and your use of the Service, will not: (i) if you are an entity, conflict with or violate any of the charter documents of such entity or any resolution adopted by its equity holders or other persons having governance authority over the entity; (ii) contravene, conflict with or violate any right of any third party or any applicable legal requirement to which you or any of the assets owned or used by you, is subject; or (iii) result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under any material contract or agreement to which you are a party, permit held by you or legal requirement applicable to you.

- **Independent Investigation and Non-Reliance.** You hereby represent and warrant that you are sophisticated, experienced and knowledgeable in the listing, buying, selling, display and other use of any digital assets, as applicable. Additionally, you have conducted an independent investigation of the Service and the matters contemplated by this Agreement, have formed your own independent judgment regarding the benefits and risks of and necessary and desirable practices

regarding the foregoing, and, in making the determination to use the Service, you have relied solely on the results of such investigation and such independent judgement. Without limiting the generality of the foregoing, you understand, acknowledge and agree that the legal requirements pertaining to blockchain technologies and digital assets generally, including the RPLAY Tokens and Replay NFTs, are uncertain, and you have conducted an independent investigation of such potentially applicable legal requirements and the resulting risks and uncertainties. You hereby irrevocably disclaim and disavow reliance upon any statements or representations made by or on behalf of, or information made available by, Replay, in determining to enter into this Agreement, buy, sell or otherwise use any Replay NFTs, or otherwise use the Service.

- **Litigation.** You hereby represent and warrant that there is no legal proceeding pending that relates to your activities relating to any NFT- or digital asset-trading or blockchain technology related activities.

- **Compliance.** You hereby represent and warrant that (i) you have not failed to comply with, and have not violated, any applicable legal requirement relating to any blockchain technologies, token trading activities or minting, buying, or selling digital assets; and (ii) no investigation or review by any governmental entity is pending or, to your knowledge, has been threatened against or with respect to you, nor does any government order or action prohibit you or any of your representatives from engaging in or continuing any conduct, activity or practice relating to minting, buying, or selling RPLAY Tokens, Replay NFTs, or other digital assets.

e. You must provide all equipment and software necessary to connect to the Service. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Service.

4. PURCHASING A REPLAY NFT

a. When you purchase, receive, or otherwise acquire a Replay NFT (as applicable), whether such purchase takes place through the Service or otherwise, you agree to be governed by these Terms as well as any supplemental terms embedded in (e.g., in the metadata of) or linked to such Replay NFT. Replay NFTs may provide access to additional Services, including time-limited features, Content, and other opportunities made available through the Streaming Services or otherwise (“NFT Access Services”). Although Replay may expressly permit the use of a Replay NFT on and transfer of a Replay NFT to a third-party platform, Replay does not guarantee that Replay NFTs will be transferable to or operable with any such platform.

b. The owner of a Replay NFT may be entitled to certain NFT Access Services, as listed at point of sale for such Replay NFT or as otherwise may be made available from time to time by Replay. In order to redeem any NFT Access Services, you must (i) connect to the Service a compatible Digital Wallet that holds the respective Replay NFT and (ii) log into the Service using your Account. Certain NFT Access Services may be time-limited and Replay does not guarantee that any NFT Access Services will continue to be made available to the then-current owner of a Replay NFT. Where NFT Access Services are offered or made available by a third party, Replay cannot guarantee any such NFT Access Services.

c. Replay may set limits on or other terms regarding the purchase, sale or use of Replay NFTs comprising Replay's Content (as defined below), including, without limitation, any fee payable in connection with any subsequent sale of a Replay NFT, whether or not such sale takes place on or through the Service (each such sale, a "Secondary Sale," and such fee, a "Secondary Sale Fee") or the location or residence of any individual or entity involved in any such transaction or use, and Replay will display such terms at point of sale or otherwise within the Service.

d. Replay is not and shall not be a party to any transaction or dispute between third-party sellers and buyers of Replay NFTs.

5. PRICING AND FEES; PAYMENTS

a. All pricing and payment terms are as indicated at point of sale or otherwise on the Service, and any payment obligations you incur are binding at the time of purchase. You may not substitute any other currency, whether cryptocurrency or fiat currency, for the currency in which you have contracted to pay at the time of purchase. For clarity, no fluctuation in the value of any currency, whether cryptocurrency or otherwise, shall impact or excuse your obligations with respect to any purchase.

b. When you purchase a Replay NFT (as applicable), you agree that you have read, understand, and agree to be bound by any terms and conditions applicable to the sale of that Replay NFT, including any Secondary Sale Fee (regardless of whether such Secondary Sale Fee is enforced or supported by the third-party platform or marketplace that facilitates a Secondary Sale). You further agree that you will bind any subsequent purchaser of the Replay NFT to such Secondary Sale terms and conditions.

c. Replay may add, remove, or change any payment processing services at any time. Such services may be subject to additional terms or conditions. Whether a particular cryptocurrency is accepted as a payment method by Replay is subject to change at any time in Replay's sole discretion.

d. Any payments required may not include any Sales Tax that may be due in connection with the Services provided. If Replay determines it has a legal obligation to collect a Sales Tax from you, Replay shall collect such Sales Tax in addition to the other payments required. If any Services or products, or payments for any Services or products, are subject to any Sales Tax in any jurisdiction and you have not remitted the applicable Sales Tax to Replay, you will be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority, and you will indemnify Replay for any liability or expense Replay may incur in connection with such Sales Taxes. Upon Replay's request, you will provide it with official receipts issued by the appropriate taxing authority, or other such evidence that you have paid all applicable taxes. For purposes of this section, "Sales Tax" shall mean any sales or use tax and any other tax measured by sales proceeds that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax. You are solely responsible for determining what, if any, taxes apply to transactions involving RPLAY Tokens, Replay NFTs, Offers, or any other use of the Service that you undertake. Neither Replay nor any Replay Party is responsible for determining the taxes that may apply to such transactions. You are solely responsible for paying any such taxes and Replay shall have no liability to you or any third party with respect thereto. You agree to make all payments of fees to us free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments of fees to Replay will be your sole responsibility, and you will provide Replay with official receipts issued by the appropriate taxing authority, or such other evidence as we may reasonably request, to establish that such taxes have been paid.

e. Replay reserves the right to display third-party advertisements before, after, or in conjunction with Content (including User Content) posted on the Services, and you acknowledge and agree that we have no obligation to you in connection therewith (including, without limitation, any obligation to share revenue received by us as a result of such advertising).

6. CONSENT TO ELECTRONIC COMMUNICATION

By contacting Replay via email or by using the Service, you consent to receive electronic communications from Replay (e.g., via email or by posting notices to the Service or to Replay's official accounts on social media properties). These communications may include notices about your use of the Service and are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy. We have no obligation to store for your later use or access any such electronic communications that we make to you.

7. OWNERSHIP

a. Unless otherwise indicated in writing by us, the Service and all content and other materials contained therein, including, without limitation, any audio and/or video files made available through the Streaming Services (the “Streaming Content”) the Replay logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively with the Streaming Content, “Content”) are the proprietary property of Replay or our affiliates or licensors.

b. The Replay logo and any Replay product or service names, logos or slogans that may appear on the Service are trademarks of Replay or our affiliates and may not be copied, imitated or used, in whole or in part, without our prior written permission. You may not use any metatags or other “hidden text” utilizing “Replay,” or any other name, trademark or product or service name of Replay or our affiliates without our prior written permission. In addition, the look and feel of the Service and Content, including, without limitation, all page headers, custom graphics, button icons and scripts, constitute the service mark, trademark or trade dress of Replay and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and other names or logos mentioned on the Service are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the applicable trademark holder. Reference to any products, services, processes or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by Replay.

c. You agree that any submission of any ideas, suggestions, documents, and/or proposals to Replay (collectively, “Feedback”) is at your own risk and that Replay has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Replay a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the Service and Replay’s other products and services.

8. LICENSE TO OUR SERVICE AND CONTENT

a. You are hereby granted a limited, revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable, “as-is” license to access and use the Service and Content for your own personal, non-commercial use; provided, however, that such license is subject to this Agreement and does not include any right to (i) sell, resell, or use commercially the Service or Content; (ii)

distribute, publicly perform, or publicly display the Service or any Content except as expressly permitted by us; (iii) modify or otherwise make any derivative uses of the Service or Content, or any portion thereof, except as expressly permitted by us; (iv) use any data mining, robots, or similar data gathering or extraction methods; (v) download (other than page caching) any portion of the Service or Content, except as expressly permitted by us; and (vi) use the Service or Content other than for their intended purposes. This license is subject to your compliance with the Acceptable Use Policy set forth in Section 11 below.

b. You are granted a limited, non-exclusive, non-transferable right to create a text hyperlink to the Service for non-commercial purposes, provided that such link does not portray Replay or our affiliates or any of our Services, Content, products or services in a false, misleading, derogatory or otherwise defamatory manner, and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable in Replay's sole discretion. This limited right may be revoked at any time. You may not use a logo or other proprietary graphic of Replay to link to the Service or Content without our express written permission. Further, you may not use, frame or utilize framing techniques to enclose any Replay trademark, logo or other proprietary information, including any Streaming Content or any images found on the Service, the content of any text or the layout or design of any page, or form contained on a page, on the Service without our express written consent.

c. Replay may from time-to-time change or discontinue any or all aspects or features of the Service, including, where technically feasible and at its sole discretion, by (i) altering the smart contracts which are included in the blockchain platform pursuant to upgrades, forks, security incident responses or chain migrations, (ii) deactivating or deleting Content that Replay in its sole discretion determines has been abandoned or is no longer made available or supported by Replay, or (iii) repossessing or destroying (or replacing, converting, or exchanging) any RPLAY Tokens, Offers, or Replay NFTs that Replay in its sole discretion determines (A) have been abandoned, (B) are no longer made available or supported by Replay (or that you are no longer eligible to possess, sell, or otherwise exploit them), or (C) have been used, sold, acquired, or possessed in violation of this Agreement (or any applicable Replay policy). In such events, you may no longer be able to access, interact with or read the data from the Service.

d. Subject to your compliance with the Agreement, Replay grants you a limited non-exclusive, non-transferable, non-sublicensable, revocable license to download, install and use a copy of the Application on a single mobile device or computer that you own or control and to run such copy of the Application solely for your own personal or internal business purposes. Furthermore, with respect to any Application accessed through or downloaded from the Apple App Store (an "App Store Sourced Application"), you will only use the App Store Sourced Application (a) on an Apple-branded product that runs the iOS (Apple's proprietary operating system) and (b) as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Service. Notwithstanding the first sentence in this section, with respect to any Application accessed through or downloaded from the

Google Play store (a “Google Play Sourced Application”), you may have additional license rights with respect to use of the Application on a shared basis within your designated family group. You acknowledge and agree that the availability of the Application and the Service is dependent on the third party from whom you received the Application license, e.g., the Apple App Store or Google Play (each, an “App Store”). You acknowledge that the Agreement is between you and Replay and not with the App Store. Replay, not the App Store, is solely responsible for the Service, including the Application, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). In order to use the Application, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with the Service, including the Application. You agree to comply with, and your license to use the Application is conditioned upon your compliance with all terms of agreement imposed by the applicable App Store when using the Service, including the Application. You acknowledge that the App Store (and its subsidiaries) are third-party beneficiaries of the Agreement and will have the right to enforce it.

e. Accessing and Downloading the Application from the App Store. The following applies to any App Store Sourced Application accessed through or downloaded from the Apple App Store:

- You acknowledge and agree that (i) the Agreement is concluded between you and Replay only, and not Apple, and (ii) Replay, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Service.
- You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.
- In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between Replay and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Replay.
- You and Replay acknowledge that, as between Replay and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to

conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

- You and Replay acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between Replay and Apple, Replay, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by the Agreement.

- You and Replay acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Agreement as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.

- Without limiting any other terms of the Agreement, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

9. USER CONTENT

Certain Content may be made available by you or by other users of the Service ("User Content"). If you choose to make User Content available on or through the Service, you hereby grant Replay a fully paid, royalty-free, worldwide, non-exclusive right (including any moral rights) and license to use, sublicense, distribute, reproduce, modify, adapt, and display, such User Content (in whole or in part) for the purposes of (i) providing the Service, including making User Content available to other users in accordance with your elections on the Service, (ii) improving the Service, and (iii) advertising and promoting Replay and its Services. You also hereby grant each other user of the Service a non-exclusive license to access your User Content through the Service, and to use, reproduce, distribute, display and perform such User Content solely as permitted through the functionality of the Service and under this Agreement. You are solely responsible for any User Content you provide. You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any User Content that you submit, post, make available or display on or through the Service. You agree that such User Content will not contain material subject to copyright or other proprietary rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant the licenses described above. We take no responsibility for the User Content posted or listed via the Service. Replay has no obligation to review or monitor, and does not approve, endorse or make any representations or warranties with respect to, User Content. Unless expressly agreed to by Replay in writing elsewhere, Replay has no obligation to store any of your User Content that you

make available on or through the Service. Replay has no responsibility or liability for: the deletion or accuracy of any Content; the failure to store, transmit or receive transmission of Content; or the security, privacy, storage, or transmission of other communications originating with or involving use of the Service. You agree that Replay retains the right to create reasonable limits on Replay's use and storage of the Content, including with respect to Replay NFTs and User Content, such as limits on file size, storage space or location, processing capacity or location, and similar limits described on the Service and as otherwise determined by Replay in its sole discretion.

10. THIRD-PARTY SERVICES; THIRD-PARTY TERMS

The Service may contain links to third-party properties, services and applications (collectively, "Third-Party Services"). When you click on a link to a Third-Party Service, such as a Digital Wallet or bridge extension, you are subject to the terms and conditions (including privacy policies) of another property or application. Such Third-Party Services are not under the control of Replay. Replay is not responsible for any Third-Party Services. Replay provides links to these Third-Party Services only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Services, or their products or services. You use all links in Third-Party Services at your own risk. When you leave our Service, our Terms and policies no longer govern. You should review all applicable agreements and policies, including privacy and data gathering practices, of any Third-Party Service, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

11. ACCEPTABLE USE POLICY

You agree that you are solely responsible for your conduct in connection with the Service. You agree that you will abide by this Agreement and will not (and will not attempt to):

- a. Provide false or misleading information to Replay;
- b. Use or attempt to use another user's linked Digital Wallet without authorization from such user and Replay;
- c. Create, list, or otherwise make available counterfeit RPLAY Tokens, Offers, or Replay NFTs;

d. Engage in any unauthorized minting, buying, selling, storage, use, or other exploitation of any RPLAY Tokens, Offers, or Replay NFTs (including, without limitation, in any prohibited jurisdiction);

e. Pose as another person or entity;

f. Use the Service in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Service, or that could damage, disable, overburden or impair the functioning of the Service in any manner;

g. Develop, utilize, or disseminate any software, or interact with any API in any manner, that could damage, harm, or impair the Service;

h. Reverse engineer any aspect of the Service, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any service, area, or code of the Service;

i. Attempt to circumvent any content-filtering techniques we employ, or attempt to access any feature or area of the Service that you are not authorized to access;

j. Use any robot, spider, crawler, scraper, script, browser extension, offline reader, or other automated means or interface not authorized by us to access the Service, extract data or otherwise interfere with or modify the rendering of Service pages or functionality;

k. Collect or harvest data from our Service that would allow you to contact individuals, companies, or other persons or entities, or use any such data to contact such entities;

l. Use data collected from our Service for any direct marketing activity (including without limitation, email marketing, SMS marketing, telemarketing, and direct marketing);

m. Bypass or ignore instructions that control all automated access to the Service;

n. Use any chat functions to send messages containing harassment, violence, threats, hate speech, suicide or self-harm, bullying, abuse, spam, illegal activity, obscenity, pornography, defamation, libel, and/or fraud;

o. Use the Service for any illegal or unauthorized purpose, or engage in, encourage, or promote any activity that violates (i) any applicable law, rule, or regulation, or (ii) this Agreement (or any applicable Replay policy);

p. Use the Service or the applicable blockchain to carry out any illegal activities in connection with or in any way related to your access to and use of the Service, including but not limited to money laundering, terrorist financing or deliberately engaging in activities designed to adversely affect the performance of the blockchain or the Service;

q. Engage in or knowingly facilitate any “front-running,” “wash trading,” “pump and dump trading,” “ramping,” “cornering” or fraudulent, deceptive or manipulative trading activities, including:

- trading any token, including without limitation a RPLAY Token or Replay NFT, at successively lower or higher prices for the purpose of creating or inducing a false, misleading or artificial appearance of activity in such token, unduly or improperly influencing the market price for such token trading on the Service or establishing a price which does not reflect the true state of the market in such token;

- for the purpose of creating or inducing a false or misleading appearance of activity in a RPLAY Token or Replay NFT or creating or inducing a false or misleading appearance with respect to the market in such RPLAY Token or Replay NFT: (A) executing or causing the execution of any transaction in a RPLAY Token or Replay NFT which involves no material change in the beneficial ownership thereof; or (B) entering any order for the purchase or sale of a RPLAY Token or Replay NFT with the knowledge that an order of substantially the same size, and at substantially the same price, for the sale of such RPLAY Token or Replay NFT, has been or will be entered by or for the same or different parties; or

- participating in, facilitating, assisting or knowingly transacting with any pool, syndicate or joint account organized for the purpose of unfairly or deceptively influencing the market price of a RPLAY Token or Replay NFT;

r. Use the Service to carry out any activities subject to registration or licensing, including but not limited to using the Service to transact in securities, debt financings, equity financings or other similar transactions; or

s. Use the Service to participate in fundraising for a business, protocol, or platform, including but not limited to creating, listing, or buying assets that (i) are redeemable for financial instruments, (ii) give owners rights to participate in an ICO or any securities offering, or (iii) entitle owners to financial rewards, including but not limited to, DeFi yield bonuses, staking bonuses, and burn discounts.

12. LISTING GUIDELINES

a. Replay has the right, but not the obligation, to remove any Content, including without limitation Streaming Content and Replay NFTs, at any time. Replay exercises its sole judgment in allowing or disallowing certain assets, listings, transactions, redemptions, trades, transfers, smart contracts, and collections.

b. NFTs, tokens, listings, smart contracts, collections, and other Content that Replay in its sole discretion deems inappropriate, disruptive, unauthorized, or illegal are prohibited on the Service. Replay reserves the right, but not the obligation, to determine the appropriateness of listings and remove any Content, including any listing, at any time. Replay reserves the right to destroy inappropriate or illegal metadata stored on our servers.

c. The following Content is prohibited on the Service (in addition to any other prohibitions or limitations set forth in this Agreement):

- Content that violates international or United States intellectual property laws;
- Content that promotes suicide or self-harm, incites hate or violence against others, degrades or doxes another individual, depicts minors in sexually suggestive situations, or is otherwise illegal in the United States or your jurisdiction;
- Content with a primary or substantial purpose in a game or application that violates international or United States intellectual property laws, or is otherwise illegal in the United States;
- Content created or used primarily or substantially for the purpose of raising funds for known terrorist organizations (as listed on <https://www.state.gov/foreign-terrorist-organizations/> or as may be determined by Replay from time to time in its sole discretion);

- Content that, as determined in our sole and absolute discretion, is obscene, and other Content that is intended to be age-restricted; and

- Content that includes stolen assets, assets taken without authorization, and otherwise illegally obtained assets, all including but not limited to tokens. Holding illegally obtained (or otherwise unauthorized) tokens, including RPLAY Tokens or Replay NFTs, may result in your tokens being hidden, or your access to the Service being suspended or your Account deleted.

If you become aware of any assets made available on or through the Service in violation of any of the terms specified in this section, please contact us at legal@imaginereplay.com to report it.

13. COPYRIGHT

Replay retains the absolute right to terminate access to the Service for and remove the User Content of any user who violates or infringes our rights or the rights of any third party. Without limiting the foregoing, if you believe that your intellectual property has been used on the Service in a way that constitutes infringement, please provide our Copyright Agent with the following information: an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; a description of the copyrighted work that you claim has been infringed; a description of the location on the Service of the material that you claim is infringing; your address, telephone number and e-mail address; a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for Replay's Copyright Agent for notice of claims of copyright infringement is as follows: legal@imaginereplay.com SUBJ: Copyright Agent.

14. INVESTIGATIONS

Replay reserves the right, but Replay will not have any obligation, to monitor access to and use of the Service. If Replay becomes aware of any possible violations by you of this Agreement, Replay reserves the right, but Replay will not have any obligation, to investigate such violations. If, as a result of the investigation, Replay believes that criminal activity may have occurred, Replay reserves the right, but Replay will not have any obligation, to refer the matter to, and to cooperate with, any and all applicable legal authorities. Replay is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in the Service, including any User

Content, in Replay's possession in connection with your use of the Service, (i) to comply with applicable laws, legal process or governmental request; (ii) to enforce this Agreement, (iii) to respond to any claims that User Content violates the rights of third parties, (iv) to respond to your requests for customer service, or (v) to protect the rights, property or personal safety of Replay, users, or the public, and all law enforcement or other government officials, as Replay in its sole discretion believes to be necessary or appropriate. By agreeing to this Agreement, you hereby provide your irrevocable consent to the foregoing. You acknowledge and agree that you have no expectation of privacy (other than as expressly set forth in our Privacy Policy) concerning your use of the Service, including without limitation text, voice, or video communications.

15. RELEASE

You hereby release and forever discharge Replay and our officers, employees, agents, successors, and assigns (the "Replay Entities") from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Service or any Content (including any interactions with, or act or omission of, other users of the Service or any Third-Party Services). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542, OR ANY SIMILAR LAW OR RULE OF ANY OTHER JURISDICTION, WHICH STATES IN SUBSTANCE: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

16. ASSUMPTION OF RISK RELATED TO DIGITAL ASSETS

You acknowledge and agree that:

a. The prices of and market for digital assets are extremely volatile. We make no representation that a market for Replay NFTs, RPLAY Tokens, or Offers will exist subsequent to any purchase thereof. Fluctuations in the price of other digital assets could materially and adversely affect the value of RPLAY Tokens and Replay NFTs, which may also be subject to significant price volatility. We cannot and do not guarantee that any purchasers of RPLAY Tokens and/or Replay NFTs will not lose money.

b. You are solely responsible for determining what, if any, taxes apply to your transactions involving digital assets. Neither Replay nor any other Replay Entity is responsible for determining the taxes that may apply to transactions involving RPLAY Tokens or Replay NFTs.

c. RPLAY Tokens and Replay NFTs exist and can be transferred only by virtue of the ownership record maintained on the blockchain supporting such RPLAY Tokens and Replay NFTs (and only in accordance with this Agreement and any applicable Replay policies).

d. There are risks associated with using digital currency and digital assets, including but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to your information. Replay and the Replay Entities are not responsible for failures of third party technologies or service providers, including without limitation, forks, malicious or other airdrops, loss of private keys, failures of custodial or non-custodial digital wallets, 51% attacks, denial of service attacks, and other distributed ledger and related service attacks and/or failures.

e. The legal and regulatory regimes governing blockchain technologies, cryptocurrencies, and tokens are evolving, and new regulations or policies may materially adversely affect same. Replay may, in its sole discretion, determine your (or change the) eligibility for participation in any minting, buying, selling, or ownership of (or any other rights to) any RPLAY Tokens, Replay NFTs, or other digital assets.

f. There are risks associated with purchasing user-generated content, including but not limited to, the risk of purchasing counterfeit assets, mislabeled assets, assets that are vulnerable to metadata decay, assets on smart contracts with bugs, and assets that may become untransferable.

g. Replay reserves the right to hide collections, contracts, and assets that Replay suspects or believes may violate this Agreement. Replay NFTs you purchase may become inaccessible on the Service. Under no circumstances shall the inability to access or view your assets on the Service serve as grounds for a claim against Replay.

h. Replay has no responsibility for any third-party NFTs, or for any Replay NFTs after the initial sale of such Replay NFTs.

17. INDEMNIFICATION

To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold harmless Replay and the Replay Entities from and against all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including,

without limitation, attorneys' fees and expenses) and costs (including, without limitation, court costs, costs of settlement, and costs of or associated with pursuing indemnification and insurance), of every kind and nature whatsoever arising out of or related to this Agreement or your use of the Service, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, "Claims"), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Service, Content or digital assets, including, without limitation, any act or omission involving any third party in connection with the minting, listing, buying, selling, or trading of any RPLAY Tokens or Replay NFTs; (b) any Feedback you provide; (c) your violation of this Agreement; (d) your violation of the rights of any third party, including another user; (e) any breach or non-performance of any covenant or agreement made by you; (f) your User Content or the minting, listing, buying, selling, or trading of any digital assets; or (g) any NFT Access Services (or failure to receive the same). You agree to promptly notify Replay of any third-party Claims and cooperate with the Replay Entities in defending such Claims. You further agree that the Replay Entities shall have control of the defense or settlement of any third-party Claims. THIS INDEMNITY IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER INDEMNITIES SET FORTH IN A SEPARATE WRITTEN AGREEMENT BETWEEN YOU AND REPLAY.

18. DISCLAIMERS

THE SERVICE, CONTENT CONTAINED THEREIN, AND ANY DIGITAL ASSETS MADE AVAILABLE IN CONNECTION THEREWITH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. REPLAY (AND ITS SUPPLIERS) MAKE NO WARRANTY THAT THE SERVICE: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (C) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. REPLAY DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AS TO THE SERVICE OR ANY CONTENT CONTAINED THEREIN. REPLAY DOES NOT REPRESENT OR WARRANT THAT CONTENT ON THE SERVICE IS ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. WE WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN OR TAKEN IN RELIANCE ON MATERIAL OR INFORMATION CONTAINED ON THE SERVICE. WHILE REPLAY ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SERVICE AND CONTENT SAFE, REPLAY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICE, CONTENT, OR ANY DIGITAL ASSETS LISTED ON OUR SERVICE OR OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD US RESPONSIBLE FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR GROSS NEGLIGENCE.

WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU SUSTAIN AS A RESULT OF YOUR USE OF THE SERVICE OR FOR ANY EVENTS OR CIRCUMSTANCES BEYOND OUR CONTROL. WE TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF DIGITAL ASSETS, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (II) SERVER FAILURE OR DATA LOSS; (III) CORRUPTED DIGITAL WALLET FILES; (IV) UNAUTHORIZED ACCESS TO APPLICATIONS; OR (V) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE SERVICE, TOKENS OR DIGITAL WALLETS.

REPLAY NFTS AND RPLAY TOKENS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE BLOCKCHAIN NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN THE BLOCKCHAIN PLATFORM. WE DO NOT GUARANTEE THAT REPLAY OR ANY REPLAY ENTITY CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY DIGITAL ASSET. WE CANNOT AND DO NOT GUARANTEE THAT ANY REPLAY NFT WILL HAVE OR RETAIN ANY INHERENT VALUE, OR THAT YOU WILL BE ABLE TO SELL OR RESELL ANY TOKEN PURCHASED THROUGH THE SERVICE. THE CONTENT IS NOT INTENDED TO BE, AND SHOULD NOT BE CONSTRUED IN ANY MANNER WHATSOEVER, AS PERSONALIZED ADVICE OR ADVICE TAILORED TO THE INVESTMENT OR OTHER NEEDS OF ANY SPECIFIC PERSON AND SHOULD NOT BE CONSTRUED AS AN OFFER TO SELL, A SOLICITATION OF AN OFFER TO BUY, OR A RECOMMENDATION FOR ANY SECURITY BY REPLAY. YOU ALONE ARE SOLELY RESPONSIBLE FOR DETERMINING WHETHER ANY INVESTMENT OR STRATEGY, OR ANY OTHER PRODUCT OR SERVICE, IS APPROPRIATE OR SUITABLE FOR YOU BASED ON YOUR OWN OBJECTIVES AND SITUATION. ONLY YOU CAN DETERMINE WHAT LEVEL OF RISK IS APPROPRIATE.

FROM TIME TO TIME, REPLAY MAY OFFER NEW “BETA” FEATURES OR TOOLS WITH WHICH ITS USERS MAY EXPERIMENT. SUCH FEATURES OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT REPLAY’S SOLE DISCRETION. THE PROVISIONS OF THIS SECTION APPLY WITH FULL FORCE TO SUCH FEATURES OR TOOLS.

Replay is not responsible for any losses or harms sustained by you due to vulnerability or any kind of failure, abnormal behavior of software (e.g., smart contract), blockchains, or any other features of or inherent to the RPLAY Tokens, Offers, or Replay NFTs. Replay is not responsible for any delay or failure to report any issues with any blockchain, including without limitation forks, technical node issues, or any other issues that result in losses of any sort.

YOU ACKNOWLEDGE AND AGREE THAT REPLAY IS NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD REPLAY LIABLE, FOR THE CONDUCT OF THIRD PARTIES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICE. YOU UNDERSTAND THAT REPLAY DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SERVICE. REPLAY MAKES NO WARRANTY THAT ANY GOODS OR SERVICES PROVIDED BY THIRD PARTIES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS.

Nothing in this Agreement shall exclude or limit liability of either party for fraud, death or bodily injury caused by negligence, violation of laws, or any other activity that cannot be limited or excluded under the laws applicable to your jurisdiction. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

19. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL REPLAY BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THIS AGREEMENT, THE SERVICE, ANY RPLAY TOKENS, ANY REPLAY NFTS, ANY OFFERS, ANY CONTENT, OR FOR ANY DAMAGES RELATED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF REPLAY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICE IS UNDERTAKEN BY YOU AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA RESULTING THEREFROM.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF REPLAY ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, YOUR ACCESS TO AND USE OF THE SERVICE, CONTENT (INCLUDING YOUR USER CONTENT) OR OFFERS, YOUR ACQUISITION OR DISPOSITION OF ANY RPLAY TOKENS, OR ANY REPLAY NFTS MINTED, PURCHASED, OR SOLD BY YOU EXCEED THE GREATER OF (A) \$100 OR (B) THE AMOUNT RETAINED BY REPLAY IN THE TRANSACTION OR INCIDENT THAT IS THE SUBJECT OF THE CLAIM.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

20. DISPUTE RESOLUTION. PLEASE READ CAREFULLY THE FOLLOWING ARBITRATION AGREEMENT (“ARBITRATION AGREEMENT”). IT REQUIRES YOU TO ARBITRATE DISPUTES WITH REPLAY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

a. Applicability of Arbitration Agreement. You agree that any dispute, claim, or request for relief relating in any way to your access or use of the Service, to any products sold or distributed through the Service, or to any aspect of your relationship with Replay, will be resolved by binding arbitration, rather than in court, except that (a) you may assert claims or seek relief in small claims court if your claims qualify; and (b) you or Replay may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). This Arbitration Agreement shall apply, without limitation, to all disputes or claims and requests for relief that arose or were asserted before the effective date of this Agreement or any prior version of this Agreement.

b. Arbitration Rules and Forum. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your dispute or claim or request for relief to us at legal@imaginereplay.com. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims, counterclaims, or request for relief under \$250,000, not inclusive of attorneys’ fees and interest, shall be subject to JAMS’s most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other disputes shall be subject to JAMS’s most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS’s rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS’s filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, Replay will pay them for you. In addition, we will reimburse all such JAMS’s filing, administrative, hearing and/or other fees for disputes, claims, or requests for relief totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

c. Authority of Arbitrator. The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any assertion that all or any part of this Arbitration Agreement is void or voidable. The arbitrator will decide the rights and liabilities, if any, of you and us. The arbitration proceeding will not be

consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and this Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

d. Waiver of Jury Trial. YOU AND REPLAY HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and we are instead electing that all disputes, claims, or requests for relief shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 20(a) (Applicability of Arbitration Agreement) above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

e. Waiver of Class or Other Non-Individualized Relief. ALL DISPUTES, CLAIMS, AND REQUESTS FOR RELIEF WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a decision is issued stating that applicable law precludes enforcement of any of this section's limitations as to a given dispute, claim, or request for relief, then such aspect must be severed from the arbitration and brought into the State or Federal Courts located in the State of Wyoming. All other disputes, claims, or requests for relief shall be arbitrated.

f. 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to legal@imaginereplay.com within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your username (if any), the email address or Digital Wallet address you used to access the Service (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

g. Severability. Except as provided in Section 20(e) (Waiver of Class or Other Non-Individualized Relief), if any part or parts of this Arbitration Agreement are found under the law to be invalid or

unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

h. Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with us.

i. Modification. Notwithstanding any provision in this Agreement to the contrary, we agree that if we make any future material change to this Arbitration Agreement, you may reject that change within thirty (30) days of such change becoming effective by writing us at legal@imaginereplay.com and expressly opting out of this Arbitration Agreement.

21. EXPORT CONTROL

You may not use, export, import, or transfer the Service except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Service, and any other applicable laws. In particular, but without limitation, the Service may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Service, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Service for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by Replay are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer Replay's products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

22. CONSUMER COMPLAINTS

In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

23. GENERAL

We reserve the right in our sole discretion to modify, suspend, or discontinue the Service, or any features or parts thereof, whether temporarily or permanently, at any time with or without notice to you in our sole discretion. If you want to terminate the Service provided by Replay, you may do so by (a) notifying us at any time and (b) closing your Account. Your notice should be sent, in writing, to us. Termination of this Agreement also includes deletion of your Account and all related information, files, and Content included therewith, and may preclude further access to any of your digital assets held on or through the Service. Replay will have no liability to you for any suspension or termination of your Account (or any deletion, loss, repossession, or destruction of, or change to, any Offers, tokens, points, rewards, credits, classifications, or other benefits or digital assets associated with your suspended or terminated Account). This Agreement, and your access to and use of the Service, shall be governed by and construed and enforced in accordance with the laws of the State of Wyoming without regard to any conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. Any dispute between the parties that is not subject to arbitration or cannot be heard in small claims court, shall be resolved in the state or federal courts located in Wyoming Notwithstanding anything contained in this Agreement, we reserve the right, without notice and in our sole discretion, to terminate your right to access or use the Service at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us, to the fullest extent permitted by applicable law. If any term, clause or provision of this Agreement is held invalid or unenforceable, then that term, clause or provision will be severable from this Agreement and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of this Agreement. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of Replay. Replay's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. Except as otherwise provided herein, this Agreement is intended solely for the benefit of Replay and you and shall not confer third party beneficiary rights upon any other person or entity.

24. CONTACT INFORMATION

Imagine Replay, Inc.

legal@imaginereplay.com