

TERMS OF USE: ACTIVATE EARTH APPLICATION

CONTEXT FOR THESE TERMS OF USE

The Activate Earth Application "activ8earth" is a digital platform whereby users can log activity data to be rewarded with ACTX tokens, points, rewards a digital currency based on Avalanche blockchain on web2, web3. activ8earth is a decentralized platform that provides services on a global scale. The application has gamified elements which allow users to interact with the blockchain in a way that is fun and social, and promotes daily activities. Further the application is integrated with its own non-fungible token (NFT) These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and Activate Earth ("we", "us", or "our") concerning your access to and use of the Activate Earth Websites (activ8earth.com) and Application as well as any other media form, media channel, mobile Website, or mobile application related, linked, or otherwise connected thereto (collectively, the "Sites or Application"). Reference to ("Services") are in reference to any service which Activate Earth or an affiliate of Activate Earth provides to you via its Website or application. The information on the Site or Application and application is not intended for distribution or to be used by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, persons who choose to access the Site or Application from other locations do so on their own initiative and are solely responsible for compliance of local laws, to the extent local laws are applicable. Information on our Website or Application is not, in any circumstance, financial advice. The Company nor any of its affiliates will or shall provide financial advice in any form. Any purchase or sale you make, accept, or facilitate outside of the Site or Application will be entirely at your own risk. You expressly indemnify us and hold us harmless for any losses you may incur by transacting or facilitating transactions outside of this Site or Application. This document contains very important information regarding your rights and obligations, as well as conditions, limitations and exclusions that may apply to you. Please read it carefully.

CHANGES TO THESE TERMS AND CONDITIONS

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

ACCEPTANCE OF THESE TERMS AND CONDITIONS

Our services are only available to you upon acceptance of these terms and conditions. By using the services on our application or, you agree that you have read, understood, and agree to be bound by all of these terms and conditions. If you do not agree and/or accept all of these terms and conditions, then you are expressly prohibited from using our services and you must discontinue use immediately.

APPLICATION OF THESE TERMS AND CONDITIONS

These Terms and Conditions apply to all users of all of Activate Earth's services, including individuals, merchants, and legal entities. Activate Earth's users are those who use and/or purchase our services or affiliated services. The Application is intended for users who are at least 18 years old. People under the age of 18 are not permitted to use the Activate Earth application or Website without permission and oversight by a legal guardian over the age of 18 years. Digital Items Our services may include the provision of digital assets and/or items. Unless otherwise stated, you shall not be able to remove digital assets or items from our services. Unless otherwise stated ownership rights of digital items or assets purchased via our services do not vest with you. We have bestowed a limited personal revocable license to use the digital items or assets via our services. We reserve the right to, remove, change any virtual item or asset without notice nor permission from you. You shall not be entitled to bring any Claims against

Activate Earth in respect to the loss of the digital assets or items granted to you via our services. Suspension or termination of your account due to a breach of these terms shall lead to a loss of digital assets and Activate Earth shall not in any circumstance compensate you for this. Upon request of deletion of personal information in accordance to our Privacy Policy you agree to forfeit your digital items or assets without any entitlement to compensation.

DATA PROTECTION

In order to provide you with the Application and its services, you acknowledge and agree that Activate Earth may collect, store, and process your personal data and/or information. By accessing and/or using the Site or Application, you acknowledge to have read, understood, and accepted the terms of Activate Earth's privacy policy, and you further acknowledge and agree that Activate Earth may use such data and/or information in accordance with the terms of its privacy policy. All data archive and keep in cloud.

USER REPRESENTATIONS

By accessing and/or using the Services, you represent and warrant that:

- * you fully understand and have experience of tokens, cryptocurrencies, NFTs, and any other digital assets, as well as of blockchain-based infrastructures and services; and
- * you fully understand the risks associated with the trading or holding of tokens, cryptocurrencies, NFTs, and any other digital assets as well as the mechanics related to the use of such tokens, cryptocurrencies, and digital assets (including with respect to their storage and exchange).
- * Unless otherwise stated you will not, rent, lease, lend, sell, transfer, redistribute or sublicense our services or digital items or assets.

* Unless otherwise stated you shall not make our services available over a network where it can be used by multiple devices at the same time. By accessing and/or using the Site or Application, you acknowledge that, tokens, cryptocurrencies, NFTs, and any other digital assets, are extremely volatile and shift quickly in terms of, among others, liquidity, market depth and other characteristics.

There is no guarantee against losses for accessing and/or using the Site or Application in correlation with digital assets. You further represent and warrant that you are not entering into transactions that are above your financial abilities and that you are aware of the risks related to tokens, cryptocurrencies, NFTs, and any other digital assets, for which you are solely responsible and liable for. You acknowledge and agree that Activate Earth does not provide any advice, guidance, or recommendations on the opportunity to invest into, disinvest from, or remain invested in any Token. If you are considering purchasing Tokens as an investment, you should first contact your financial advisor for any such advice, guidance, or recommendation. You acknowledge and agree that any digital asset distributed by Activate Earth does not have a promise or guarantee of value in any form. Upon using our services you grant Activate Earth a royalty free, worldwide, nonexclusive, sublicensable right to use any content that you may create in connection with our services. By accessing and/or using the Site or Application, you warrant that you are a bona fide user of Activate Earth's services. By accessing Activate Earth via a wallet and account creation, you confirm that you will not use Activate Earth services in connection with any of the following businesses, activities, practices or items, or any criminal activities whatsoever, including but not limited to:

- * Terrorist financing
- * Money laundering;
- * Illegal gambling
- * Distributing or funding drugs and drug paraphernalia;
- * Malicious hacking including payments for ransomware;
- * Any business activity we believe poses elevated financial risk, including legal liability, pyramid schemes, network marketing, and referral marketing programs;
- * Knowingly or recklessly providing us with inaccurate or incomplete information through the Platform;
- * Reverse engineering, disassembling, or otherwise attempting to construct, copy, or replicate the Platform's source code, formulas, or processes;
- * Interfering with the security of the Platform or the safe use of the Platform by others (including without limitation by way of distributing viruses, corrupted files, or other similar software or programs that may damage the operation of any computer hardware or software or which are otherwise directed at the

Website or Application or its users);

- * Using this Platform for any purpose that is unlawful or prohibited or in a way which infringes the intellectual property rights or other rights of any person (including us);
- * Knowingly or recklessly using and/or taking advantage of a technical or technological error, loophole, or glitch on Activate Earth's Platform and Services;
- * Using the Platform or the information contained in it for commercial purposes which are competitive to the Platform or our business or which would otherwise be detrimental or prejudicial to our interests in any way;
- * Using systematic, repetitive, or other related methods which are designed to generate or obtain repetitive and repeated amounts of data or other information from or to the Platform or which may otherwise place an unreasonable load on the infrastructure of the Platform;
- * Publishing, posting, distributing, disseminating, or sending 'spam material' or engaging in any communication that is offensive, false, unlawful, defamatory, indecent, unfair or inappropriate in any way to others, which would reasonably be considered 'spam' or which is deliberately false, misleading, or deceptive (or likely to mislead or deceive);
- * Collecting or storing personal data about other users of the Platform; or
- * Doing anything else which may interfere with or negatively affect the operation of our Platform, Services, or other users.

INTELLECTUAL PROPERTY RIGHTS

You acknowledge and agree that the Site or Application and its Services are the property of Activate Earth or its licensors. Subject to your compliance with these Terms, Activate Earth grants you a limited right to access and/or use the Site or Application. The right to access and/or use the Site or Application is a non-exclusive, non-transferable, revocable, limited licence, and it is subject to the limitations and obligations contained herein. Nothing in these Terms gives you any licence (other than as set out in this section), right, title, or ownership of, in, or to any of the Site or Application. You acknowledge and agree that Activate Earth retains all rights, title, and interest in and to all copyrights, trademarks, trade secrets, patents, and any other proprietary rights in the Site or Application, the software and application programming interfaces (APIs) comprising the Site or Application, and all content therein. You acknowledge and agree that "Activate Earth", their trademarks, service marks, logos and graphics are the registered trademarks or trademarks of Activate Earth. You are not permitted to create, for commercial use, fan art (tokenised or physical), merchandise, or similar content stemming from the Site or Application and its affiliated links and projects. If you create any fan-art for personal, non-commercial use, the artwork must clearly state "Activate Earth Fan Art" and a link to the Site or Application (activate.earth activ8earth.com). Activate Earth reserves the right to determine if something is fan art/merchandise or not.

USER REGISTRATION

You may be required to connect with a web2 and a web3 wallet and register an e-mail account with the Site or Application to be able to access its features and functions. You agree to keep your e-mail access(if any) confidential and will be responsible for all use of your account. To the maximum extent allowed by law, we accept no liability for any losses suffered by you with regards to losing access to your account or wallet.

PROHIBITED ACTIVITIES

You may not access or use the application or Site or Application for any purpose other than that for which we make the application and Site or Application available. The application and Site or Application may not be used in connection with any commercial endeavours except if agreed to in a binding legal contract with Activate Earth. The prohibited activities with regards to the Site or Application and application include, but are not limited to:

- * Systematically retrieving data or other content from the Site or Application to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us;
- * Using the Site or Application in any unauthorised manner, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating

user accounts by automated means or under false pretences;

- * Using a buying agent or purchasing agent to make purchases on the Site or Application;
- * Using the Site or Application to advertise or offer to sell goods and services;
- * Circumventing or disabling or otherwise interfering with security-related features of the Site or Application, including features that prevent or restrict the use or copying of any Site or Application content or enforce limitations on the use of the Site or Application and/or the content contained therein;
- * Engaging in unauthorised framing of or linking to the Site or Application;
- * Defrauding or misleading us and/or other users, especially in any attempt to learn sensitive account information such as user e-mail;
- * Improperly using our support services or submitting false reports of abuse or misconduct;
- * Engaging in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools;
- * Interfering with, disrupting, or creating an undue burden on the Site or Application or the networks or services connected to the Site or Application;
- * Attempting to impersonate another user or person or use the username of another user;
- * Selling or otherwise transferring your profile;
- * Using any information obtained from the Site or Application in order to harass, abuse, or harm another person;
- * Use of the Site or Application as part of any effort to compete with us or otherwise use Site or Application and/or the content contained within for any revenue-generating endeavour or commercial enterprise;
- * Deciphering, decompiling, disassembling, or reverse engineering any of the software comprising or in any way making up a part of the Site or Application;
- * Attempting to bypass any measures of the Site or Application designed to prevent or restrict access to the Site or Application, or any portion of it;
- * Harassing, intimidating, or threatening any of our employees or agents engaged in providing any portion of the Site or Application to you;
- * Deleting copyright or other proprietary rights notice from any content from or derived from the Site or Application;
- * Copying or adapting the Site or Application, including, but not limited to HTML, JavaScript, or other code;
- * Uploading or transmitting (or attempting to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or Application or that modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site or Application;
- * Uploading or transmitting (or attempting to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, clear graphics interchange formats ("GIFs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "PCMs");
- * Except as may be the result of standard search engines or Internet browser usage, using, launching, developing, or distributing any automated system, including, without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site or Application, or using or launching any unauthorised script or other software;
- * Disparaging, tarnishing, or otherwise harming, us and/or the Site or Application, such harm which is assessed and judged at our sole discretion and opinion; and
- * Using the Site or Application in a manner inconsistent with any applicable laws or regulations.

PAYMENT AND FEES

The Site or Application reserves the right to employ and use third-party payment gateways. If you elect to purchase, trade, or sell, via the Site or Application, any financial transaction where you elect to pay via a third-party payment gateway service, requires you to abide by their terms and conditions. Any third-party payment services used are not controlled by Activate Earth. You agree to use the third-party payment services at your own risk. You agree to indemnify Activate Earth from all liability in relation to

any third-party payment services. We accept no liability owed to you or to any third party for any claims or damages that may arise as a result of any transactions that you engage in via any third-party payment gateways.

PURCHASES AND REFUNDS

To the maximum extent permitted by law, you agree and acknowledge that we are under no obligation to allow refunds on the Site or Application in relation to any transactions that may, be refundable. Any refunds or compensation, whether monetary or otherwise, in relation to the Site or Application and your use of the Site or Application and all its features and assets are considered, accepted, or rejected at our sole discretion. This includes, but is not limited to, the following scenarios in which you may potentially suffer loss, harm, or damage:

- * accidental purchases made by you;
- * glitches, malfunctions, or other technical errors encountered on the Site or Application;
- * being made victim of another user's fraud, deceit, prohibited activity, or misdemeanour;
- * fluctuating pricing by other users;
- * unreasonable pricing by other users;
- * the use of the Site or Application and/or its features and assets in a manner not consistent with a relevant intended purpose.

SUBMISSIONS

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

TAXATION

You shall be solely responsible for any taxes applying to the payments you make or receive through the Site or Application, and to collect, report, and remit such taxes to the appropriate tax authorities. You acknowledge and agree that, at the moment, Activate Earth is not able to draft a taxation report concerning the operation executed and that it is your duty to collect all the information required by the competent tax authorities in order to comply with your tax obligations.

THIRD PARTY WEBSITE OR APPLICATION AND CONTENT

The Site or Application may contain (or you may be sent via the Site or Application) links to other WebSite or Applications ("Third-Party WebSite or Applications") according your using choices, as well as articles, photograph, text, graphics, pictures, 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 WebSite or Applications and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party WebSite or Applications accessed through the Site or Application, or any Third-Party Content posted on, available through, or installed from the Site or Application, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party WebSite or Applications or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party WebSite or Applications or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site or Application and access the Third-Party WebSite or Applications or to use or install any Third-Party Content, you do so at your own risk and you should be aware that these Terms and Conditions no longer govern your use of and interaction with these Site or Applications and/or Content. You should review the applicable terms and policies, including privacy and data gathering practices, of any WebSite or Application to which you

navigate from the Site or Application or relating to any applications you use or install from the Site or Application. Any purchase you make through Third-Party WebSite or Applications will be through other WebSite or Applications and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products and services offered on Third-Party WebSite or Applications and we are not liable for any harm caused by your purchase of such products and services. Additionally, you agree and acknowledge that we accept no liability for any losses sustained by you or harm caused to you relating to or resulting, in any way, from any Third-Party Content or any contact with Third-Party WebSite or Applications.

ADVERTISING

We may allow advertisers to display their advertisements and other information in certain areas of the Site or Application, including sidebars, pop-ups, and banners. If you are an advertiser, you should take full responsibility for any advertisements you place on the Site or Application, and any services provided on the Site or Application, or products sold through those advertisements. Further, as an advertiser, you warrant and represent that you possess all rights and authority to place advertisements on the Site or Application, including, but not limited to, intellectual property rights, publicity rights, and contractual rights. We simply provide the space to place such advertisements, and we have no other relationship with advertisers. Activate Earth continues to operate in accordance with the advertising policy registered on the web and in the application for the advertisements it will place on its behalf.

TOKENS, POINTS, REWARDS

Activate Earth may periodically distribute tokens, points, rewards to users, including but not limited and other digital assets across multiple blockchains.

Activate Earth reserves the right, in its sole discretion, to modify, alter, remove or otherwise update your balance of rewards/points at any time without prior notice. You agree that determination and distribution of points and rewards is in the Activate Earth's sole discretion.

TERMINATION OF USE AND BANNING OF WALLET ADDRESS

You terminate these Terms at any time by withdrawing consent to abide by these terms via writing. If you withdraw consent, or otherwise terminate these Terms, you will not receive any refunds for any purchases that you might make on or through the Site or Application. You agree that we, in our sole discretion and for any or no reason, may terminate these Terms or suspend and/or terminate your use of our platform, or ban your wallet address from using the Site or Application without the provision of prior notice. You agree that any suspension or termination of your access to the Site or Application may be without prior notice and that we will not be liable to you or to any third party for any such suspension or termination. If we terminate these Terms or suspend or terminate your access or a wallet's access to or use of the Site or Application due to your breach of these Terms or any suspected fraudulent, abusive, or illegal activity (including, without limitation, if you engage in any of the Prohibited Activities), then termination of these Terms will be in addition to any other remedies we may have at law or in equity. We have the right, without provision of prior notice, to take appropriate legal action, including, without limitation referral to law enforcement or regulatory authority, or notifying the harmed party of any illegal or unauthorised use of the Site or Application. Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order request or directing us to disclose the identity or other information of anyone using the Site or Application. Upon any termination or expiration of these Terms, whether by you or us, you may no longer have access to information that you have used or gathered on the Site or Application or that is related to your wallet, and you acknowledge that we will have no obligation to maintain any such information in our databases or to forward any such information to you or to any third party.

LIMITATION OF LIABILITY

In no event will Activate Earth, its officers, shareholders, employees, agents, directors, subsidiaries, affiliates, successors, assigns, suppliers, or licensors be liable for any loss or damages, including without limitation, direct, indirect, special, consequential, or punitive loss or damages, arising from or related to

Your use of the Site or Application, whether in an action of contract, tort or otherwise, and regardless of whether such damages were foreseeable and whether or not Activate Earth was advised of the possibility of such damages. Without limiting the generality of the foregoing, Activate Earth takes no responsibility for and will not be liable for any financial or other loss or damages arising from or related to the use of the Site or Application, including, without limitation, to any of the following: (i) delays, interruption or loss of services; (ii) technical failure, malfunction or shutdown; (iii) server failure, hacks or unavailability; (iv) data loss; (v) corrupted data on Activate Earth's servers; (vi) failure to update or provide correct information; (vii) "phishing" or other WebSite or Applications masquerading as Activate Earth; (viii) stolen, lost, or unauthorised use of your means of authorization; (ix) loss of business or goodwill. The limitation of liability set out above shall not be applicable in case of loss or damages caused by Activate Earth or any of its employees by intentional misconduct or gross negligence. The Site or Application supports or is integrated with third party services. Activate Earth takes no responsibility for any third-party services and will not be liable for any loss or damages caused by such third-party services. The Site or Application is provided on an "as is" and "as available" basis without any representation or warranty of any kind, whether express or implied, to the maximum extent permitted by applicable laws. Activate Earth disclaims any implied warranties of title, merchantability, fitness for a particular purpose and/or non-infringement.

INDEMNIFICATION

To the fullest extent permitted under applicable laws, you agree to hold harmless and indemnify Activate Earth, its officers, shareholders, employees, agents, directors, subsidiaries, affiliates, successors, assigns, suppliers, or licensors from and against all third-party claims and all liabilities, damages, assessments, losses, costs, or expenses (including reasonable attorney fees) resulting from or arising out of:

- * Your alleged or actual breach of these Terms, including, without limitation, Your express representations and warranties;
- * Your alleged or actual use or misuse of the Services; and
- * Your alleged or actual infringement or violation of any laws or of the rights of a third party.

ENTIRE AGREEMENT

These Terms constitute all the terms and conditions agreed upon between you and Activate Earth and supersede any prior agreements in relation to the subject matter of these Terms, whether written or oral.

SEVERABILITY AND WAIVER

Unless as otherwise stated in these Terms, should any provision of these Terms be held totally or partially invalid or unenforceable, such invalidity or unenforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of these Terms, and the application of that provision shall be enforced to the extent permitted by applicable laws. The failure of Activate Earth to exercise or enforce any of the rights or provisions of these Terms shall not be considered as a waiver of Activate Earth's rights to do so.

ASSIGNMENT

Activate Earth may assign these Terms and/or delegate any of its obligations hereunder, in whole or in part. You may not assign these Terms or any part of them, nor transfer or sub-license Your rights under these Terms to any third party, unless in connection with the transfer of the Tokens.

NO PARTNERSHIP

Nothing contained in these Terms shall be deemed or construed to create a principal and agent, partnership, or joint venture relationship between you and Activate Earth.

FORCE MAJEURE

Activate Earth will not be deemed in default of these Terms to the extent that performance of its obligations is delayed or prevented by reason of any external force including, without limitation, war, insurrections, bank failures, strikes, fires, floods, earthquakes, labour disputes, epidemics, governmental regulations, freight embargoes, natural disaster, act of government or any other cause beyond Activate

Earth reasonable control.

WAIVER AND SEVERABILITY OF TERMS

The failure of The Arena to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by an arbitrator or court of competent jurisdiction to be invalid, the Parties nevertheless agree that the arbitrator or court should endeavor to give effect to the Parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

STATUTE OF LIMITATIONS

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Service or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

ENTITLEMENT TO ACCESS AND AMEND PERSONAL INFORMATION

If your access to the Site or Application is suspended or terminated, we will keep your information in our database for at least seven years for regulatory purposes. This ensures that those who are attempting to avoid fraud cannot achieve this by simply closing or terminating their access. When your access is closed or terminated, your information will not be used by us for any further purposes, including sharing to third parties. You are entitled to review, correct, or amend your personal information, or to delete that information where it is inaccurate. If you wish to do this, please contact us at support@activ8earth.com