Prizefighter Terms of Use

Prizefighter is a Web3 lifestyle app and game (**App**) launched by Original Entertainment Company Limited (**Company**). Users of the App can accumulate tokens by completing boxing combos, walking, jogging, cycling, dancing or running.

Access to, and use of, the App and the services available through the App (Services) are subject to the following terms, conditions and notices (Terms of Use). By using the Services, you agree to all of the Terms of Use, as may be updated by us from time to time. You should check this page regularly to take notice of any changes we may have made to the Terms of Use.

Amendments to Terms of Use

The Company reserves the right to amend these Terms of Use from time to time. Amendments will be effective immediately upon notification on the App or through the Services. Your continued use of the App and the Services following such notification will represent an agreement by you to be bound by the Terms of Use as amended.

Who may use the App?

You must be at least 18 years old, or the age of legal majority in your jurisdiction of residence, to access the App and the Services. As a user, you should abide by all safety precautions, including resting, hydrating and modifying as needed.

The App and the Services are offered only for your personal, non-commercial use. When interacting with the App or the Services, you should exercise caution and common sense to protect your personal safety and health. You agree that the Company is not responsible or liable for any loss, damage, injury, or other matters of any sort incurred as the result of interacting with the App or the Services.

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

you are not a current resident of the United States of America, China (Mainland), Cuba, Crimea and Sevastopol, Iran, Afghanistan, Syria, North Korea, Antigua and Barbuda, Hong Kong, Thailand, Malaysia, India or Canada (Ontario); and your access to and use of the App and Services is lawful in your country of residence in the manner in which you access and use them.

Access to the App is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without notice. We will not be liable if for any reason the App is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of the App.

We may from time to time change the rate at which users accumulate tokens using the App. We may reverse benefits allocated to you if we reasonably consider the circumstances justify a reversal, for example if they are allocated to you by mistake or if you accumulated them by misusing the App or the Services or in a way that is fraudulent, dishonest or otherwise unacceptable.

You are responsible for ensuring your security of access to any digital wallet used by you in connection with the App or the Services.

We make no representation and give no warranty that tokens accumulated through the App or the Services will have any particular value or any monetary value at all. You are liable for any loss or diminution value of tokens.

Linked sites

The App may contain links to other apps or websites (**Linked Sites**), which are not operated by the Company. The Company has no control over the Linked Sites, makes no warranties or representations in relation to the Linked Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of them. Your use of the Linked Sites will be subject to the terms of use and service contained within each respective Linked Site.

Safety warnings

THE COMPANY OFFERS HEALTH AND FITNESS INFORMATION AND IS DESIGNED FOR EDUCATIONAL AND ENTERTAINMENT PURPOSES ONLY. YOU SHOULD CONSULT YOUR PHYSICIAN OR GENERAL PRACTITIONER BEFORE BEGINNING A NEW FITNESS PROGRAM USING THE APP OR THE SERVICES. YOU SHOULD NOT RELY ON THIS INFORMATION AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. IF YOU HAVE ANY CONCERNS OR QUESTIONS ABOUT YOUR HEALTH, YOU SHOULD ALWAYS CONSULT WITH A PHYSICIAN, GENERAL PRACTITIONER OR OTHER HEALTHCARE PROFESSIONAL. DO NOT DISREGARD, AVOID OR DELAY OBTAINING MEDICAL OR HEALTH RELATED ADVICE FROM YOUR HEALTHCARE PROFESSIONAL BECAUSE OF YOUR QUEST TO ACCUMULATE TOKENS ON THE MOVE USING THE APP OR THE SERVICES. THE USE OF ANY INFORMATION PROVIDED THROUGH THE APP AND THE SERVICES IS SOLELY AT YOUR OWN RISK AND IS NOT MEDICAL OR HEALTHCARE ADVICE.

Disclaimer of representations and warranties

TO THE FULL EXTENT PERMITTED BY LAW, THE COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, IMPLIED OR EXPRESS, AS TO THE APP'S OR SERVICES' ACCURACY, COMPLETENESS OR APPROPRIATENESS FOR ANY PURPOSE.

<u>User representations and warranties</u>

In becoming a user of the App and the Services, you represent and warrant that all of the following statements are true:

- 1. no physician or general practitioner has ever informed you that you have a heart condition or that you should only do physical activities recommended by a physician or general practitioner;
- 2. you have never felt chest pain when engaging in physical activity;
- 3. you have not experienced chest pain when not engaged in physical activity at any time within the past month;
- 4. you have never lost your balance because of dizziness and you have never lost consciousness;
- 5. you do not have a bone or joint problem that could be made worse by a change in your physical activity;
- 6. your physician or general practitioner is not currently prescribing medication for your blood pressure or heart condition;

- 7. you do not have a history of high blood pressure, and no one in your immediate family has a history of high blood pressure or heart problems; and
- 8. you do not know of any other reason you should not exercise.

Prohibitions

You must not misuse this App or the Services. This means that you must not (among other things):

- 1. commit or encourage a criminal offence;
- 2. transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene;
- 3. hack into any aspect of the App or the Services, corrupt data, or cause annoyance to other users;
- 4. infringe upon the rights of any other person's proprietary rights;
- 5. send any unsolicited advertising or promotional material, commonly referred to as "spam";
- 6. attempt to affect the performance or functionality of any computer facilities of or accessed through this App or the Services;
- 7. use an emulator or similar third party software to cheat in accumulating benefits or gain an advantage;
- 8. make false, inaccurate, misleading or deceptive representations;
- 9. engage in fraudulent conduct or abuse, misuse or attempt to abuse or misuse the App or the Services;
- 10. submit any content that contravenes any laws;
- 11. infringe on the rights of any person who has a copyright, patent, trademark or any other form of intellectual property right, confidentiality or privacy;
- 12. contravene any applicable state, federal or international law or regulation;
- 13. engage in defamatory or libellous conduct towards any other person;
- 14. threaten or harass any other person;
- 15. publish or engage in obscene material that in the Company's sole discretion, is in any way inappropriate or unsuitable for the platform;
- 16. publish or participate in publishing any malicious code, script or data that may causes harm, damage or interfere or modify the App or the Services without the express prior written consent from the Company; or
- 17. engage in conduct deemed contrary to the spirit of the App or the Services as determined by the Company in its sole discretion.

You agree that, except as these Terms of Use expressly provide otherwise, we do not need to notify you in advance or give you any reasons for any action we may take in connection with your misuse of the App or the Services, including suspending or cancelling your access to the App and the Services.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this App or to your downloading of any material posted on it, or on any Linked Sites.

We are not liable for any loss of tokens or assets incurred as a result of the suspension or cancellation of your access to the App and the Services.

1. Intellectual property, software and content

The intellectual property rights in all software and content (including images) made available to you on or through the App or the Services remain the property of the Company or its licensors and are protected by copyright laws and treaties around the world. All such rights are reserved by the Company and its licensors. You may store, print and display the content supplied solely for your own personal use. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on the App or through the Services nor may you use any such content in connection with any business or commercial enterprise. You must not use the Company's trade marks (including names and logos) in any circumstances (including by linking on websites or social media) without the Company's prior written consent. You grant to the Company a non-exclusive, irrevocable, global licence (including the right to sublicense to third parties) to exercise the intellectual property rights in any content you submit through the App or the Services for any purpose.

Disclaimer as to ownership of trade marks, images of personalities and third party copyright Except where expressly stated to the contrary all persons (including their names and images), third party trade marks and content, services and/or locations featured in the App are in no way associated, linked or affiliated with the Company and you should not rely on the existence of such a connection or affiliation. Any trade marks/names featured on the App are owned by the respective trade mark owners. Where a trade mark or brand name is referred to it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to the Company.

Indemnity

To the maximum extent permitted by law, you are liable for and must indemnify, defend and hold harmless the Company, its directors, officers, employees, consultants, agents, and affiliates, from any and all liability, loss, damages, costs or third party claims (including, but not limited to, legal fees on an indemnity basis), however caused, in connection with:

- 1. your use of the App or the Services;
- 2. any user content submitted by you or on your behalf;
- 3. any breach of these Terms of Use by you;
- 4. any alleged or actual infringement of a third party's intellectual property rights or other right in connection with your use of the App or the Services; or
- 5. any unlawful or negligent act of you or anyone acting on your behalf.

Each indemnity contained in these Terms of Use is a continuing obligation notwithstanding any settlement of account or the occurrence of any other thing, and it is not necessary for the Company to incur expense or make payment before enforcing or making a claim under an indemnity.

Variation

The Company retains the right in its absolute discretion at any time and without notice to amend, remove or vary the Services or any part of the App.

Disclaimer on RING TOKEN

Investment in the Prizefighter should be undertaken only by individuals, entities, or companies that have significant experience with, and understanding of, the usage and intricacies of cryptographic tokens and block-chain based software systems. Investors should

have functional understanding of storage and transmission mechanisms associated with other cryptographic tokens.

Further investors will undertake self-assessment on their knowledge and understanding of financial contracts and financial derivatives in particular. Only individuals, entities, or companies that understand fully the functionalities, capacities and constrains of the RING token should proceed and invest in the project.

Price volatility disclaimer

Cryptographic tokens that possess value in public markets have demonstrated extreme fluctuations in price over short periods of time on a regular basis. Purchasers should be prepared to expect similar fluctuations. Such fluctuations are the result of supply and demand forces experienced by token users.

By purchasing RING tokens and/or investing in equity, users expressly acknowledge and represent that they fully understand that the token may experience volatility in pricing and will not seek to hold the project and its associated stakeholders liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected to, the purchase of RING token or investing in the project equity.

Liability disclaimer

Purchasing RING token entails a number of risks concerning its valuation, safekeeping and continuous access to technical infrastructure (access to Internet, online exchange account, etc.). Users expressly acknowledge and represent that they fully understand that the token may experience volatility in pricing, liquidity, technical access, data breaches and will not seek to hold any of the project or its stakeholders liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected to, the purchase of RING token or investment in equity. As such the project will be held liable for any damages that may arise from any lawful actions it has undertook. The lawful actions will be determined based on the legislation in force and/or any discretionary directions provided by the authorities/regulators.

Taxation disclaimer

When purchasing the RING or investing in the project's equity users acknowledges that they fully understand that they are solely responsible for any tax reporting and payment, levies or similar dues to tax authorities of their respective jurisdiction. Users will not seek to hold the project and its stakeholders liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected to, the purchase of RING token or equity investment as far as taxation issues are concerned.

Users acknowledge that they fully understand that the details of their dealings, accounts and trading history information will be with the tax and law enforcement authorities of the jurisdiction that has issued his/her electronic certificate and/or has issued the user's identification.

Users acknowledge that they fully understand that the details of their dealings, accounts and trading history information will be shared by the project with tax and law enforcement authorities outside the jurisdiction that has issued their electronic certificates if the request from the said jurisdiction is made by the competent authority and is connected to a criminal investigation.