

TERMS OF USE

Acceptance of the Terms of Use

Effective: September 19, 2022

The following terms and conditions (“Terms”) apply to your use of the online services of Atari Inc., Atari Interactive, Atari VCS, LLC, DeVi SA and their affiliates (“Atari”, “we” “us” or “our”), including any content, functionality, products, and services offered on or through the Atari websites, devices, software, hardware or the cloud (collectively, the “Platform”), whether as a guest or a registered user. These Terms also apply to your use of other Atari services that display or include these Terms (“Additional Services”). In these Terms, the Platform and Additional Services are collectively referred to as the “Services.”

Please read these Terms carefully before you start to use the Services. By using the Services, you accept and agree to be bound and abide by these Terms of Use.

If you do not want to agree to these Terms of Use, you must not use the Services. In particular, we want to highlight some important terms, policies, and procedures in these Terms. By accepting these Terms:

1. You are also agreeing to other Atari rules and policies that are expressly incorporated into and a part of these Terms. Please read them carefully:
 - Our [Privacy Policy](#) explains what information we collect from you and how we protect it.
 - Our [Warranty Policy](#) explains what warranties cover the hardware and merchandise products sold here. .
2. You and Atari agree to resolve disputes between us in individual arbitration (not in court). We believe the alternative dispute-resolution process of arbitration will resolve any dispute fairly and more quickly and efficiently than formal court litigation. We explain the process in detail below, but we’ve put this up front (and in caps) because it’s important:

THESE TERMS CONTAIN A BINDING, INDIVIDUAL ARBITRATION AND CLASS-ACTION WAIVER PROVISION. IF YOU ACCEPT THESE TERMS, YOU AND ATARI AGREE TO RESOLVE DISPUTES IN BINDING, INDIVIDUAL ARBITRATION AND GIVE UP THE RIGHT TO GO TO COURT INDIVIDUALLY OR AS PART OF A CLASS ACTION, AND ATARI WILL NOT PAY YOUR ARBITRATION COSTS FOR ANY DISPUTES.

TO ENTER INTO THE CONTRACT CREATED BY THESE TERMS, YOU MUST BE AN ADULT OF THE LEGAL AGE OF MAJORITY IN YOUR COUNTRY OF RESIDENCE. You are legally and financially responsible for all actions using or accessing our Services, including the actions of anyone you allow to access your account. You affirm that you have reached the legal age of majority, and understand and accept these terms (including its dispute resolution terms). If you are under the legal age of majority, your parent or legal guardian must consent to these terms.

In addition to these Terms, software or services that are included in or otherwise made available to you through the Services may be subject to separate agreement between you and Atari, such as End User License Agreements (“EULAs”). If these Terms are inconsistent with any such agreements, those agreements will control.

Privacy Notice

Please review our Privacy Notice found at <https://atari.com/pages/privacy-cookies>, which also governs your use of the Services, to understand our privacy practices and how we protect your personal information.

Changes to the Terms of Use

We may update these Terms from time to time; you should check this page regularly to take notice of any changes. Your continued use of the Services following the posting of revised Terms means that you accept and agree to the changes.

Accessing the Services and Account Security

We may withdraw or amend the Services, and any related service or content, or restrict access (including by means of cancellation, termination, or modification, or suspension of a user account) to all or certain users (including you) without notice and without liability to you in our reasonable discretion. Additionally, due to your geographic location, the Services or some of their features, services, or content may be unavailable to you. Notwithstanding anything to the contrary herein, we may terminate or suspend access to the Services based on your breach of these Terms.

To access certain Services, you will be asked to provide registration details or other information, and in order to use such resources, all the information you provide must be correct, current, and complete. From time to time, in order to access the Services or certain games, services, or functionality, Atari may require some or all users to download updated or additional software. The terms of use of such software may be subject to separate

agreement between you and Atari.

If you choose, or are provided with a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential (other than user name), and you must not disclose it to others. You must immediately notify Atari of any unauthorized use of your user name or password or any other breach of security. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. You may only access the Services through your own account. Users do not own their accounts, and gifting or otherwise transferring of accounts or access keys is prohibited.

We reserve the right to change your display name if we deem it offensive, misleading, potentially infringing the rights of third parties or if you have been inactive for more than a year.

Intellectual Property Rights

The Services, including but not limited to, Atari's logos, and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof, content, features, and functionality thereof, are owned by Atari, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, and other intellectual property or proprietary rights laws.

You are permitted to use the Services for your personal, non-commercial use only or legitimate business purposes related to your role as a current or prospective customer of Atari. Except as provided below, you must not copy, modify, create derivative works of, publicly display, publicly perform, republish, or transmit any of the material obtained through the Services, or delete, or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Services. However, if you are otherwise in compliance with these Terms, you are permitted to use, elsewhere and on other websites, an unaltered copy of portions of the content that is publicly available on the Platform for the limited, non-commercial purpose of discussing such content.

You must not reproduce, sell, or exploit for any commercial purposes any part of the Services, access to the Services or use of the Services or any services or materials available through the Services.

For clarity, the foregoing permissions are limited to the Services, and no rights are granted with respect to any servers, computers, or databases associated with the Services.

Services and Digital Collectibles

Services as used herein also includes any services, features and functionality of the Platform related to the purchase or sale of any blockchain-based, cryptographic nonfungible token (“NFT”) which, together with the license rights to any associated digital works of authorship or other content, whether or not copyrighted or copyrightable, and regardless of the format in which any of the foregoing is made available (“Related Content”), comprises and is referred to herein as a “Digital Collectible”. The terms of your license to the Related Content and other terms applicable to the Digital Collectible are provided in these terms of use and your purchase indicates your agreement and acceptance of such license. A link to such terms will be embedded in the Digital Collectible’s metadata (“Digital Collectible Terms”).

Additionally, certain Services may be made available exclusively to the owner of a particular Digital Collectible. You may be required to demonstrate ownership of the applicable Digital Collectible in order to access these Services. Without limiting any other right to terminate or suspend Services under these Terms, we may terminate your access or use of these Services in the event that you transfer the applicable Digital Collectible to someone else.

Any digital works of authorship or other content made available through the Platform to an owner of a Digital Collectible that is intended as an “Additional Benefit” (as that term is defined in the Digital Collectible Terms) will be identified as such on the Platform or at the time of download. Any such content will be licensed to you for as long as you own the applicable Digital Collectible pursuant to these terms and the terms of any license presented at the time of download or, if no such terms are presented, pursuant to the applicable Digital Collectible Terms as Related Content for that particular Digital Collectible. Any other digital works of authorship and other content made available through the Platform is part of the Services and no license rights are granted to you with respect to any such content. None of or any third party has any obligation to provide any Additional Benefit and none of or any third party will have any responsibility or liability

for, arising out of, or relating to any Additional Benefit.

Eligibility

In order to use our Services, you must meet the following eligibility criteria:

You must not be located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country.

You must not be listed on any United States government list of prohibited or restricted parties.

You must be at least 13 years of age.

If you are under 18 years of age (or the age of legal majority where you live), you may use our Services only under the supervision of a parent or legal guardian who agrees to be bound by these Terms. If you are a parent or legal guardian of a user under the age of 18 (or the age of legal majority), you agree to be fully responsible for the acts or omissions of such user in relation to our Services. If you use our Services on behalf of another person or entity, (a) all references to "you" throughout these Terms will include that person or entity, (b) you represent that you are authorized to accept these Terms on that person's or entity's behalf, and (c) in the event you or the person or entity violates these Terms, both you and the person or entity agree to be responsible to us.

Your User Account and Account Security

You may need to register for an account to access our Services. When you register for an account, you must provide accurate account information and promptly update this information if it changes. You also must maintain the security of your account and promptly notify us if you discover or suspect that someone has accessed your account without your permission. You must not permit others to use your account credentials. You are responsible for the activities of any users that occur in connection with your account. We reserve the right to reclaim usernames, including on behalf of businesses or individuals that hold legal claim, including trademark rights, in those usernames.

Access to your account is limited solely to you. You will not sell, rent, lease, or grant access to your account to any person without our prior written permission.

You are solely responsible for maintaining the security of your account and control over any usernames, passwords, or any other codes that you use to access our Services. You will not hold us responsible for managing and maintaining the security of your account. We are not responsible (and you will not hold us responsible) for any unauthorized access to or use of your account. You are responsible for monitoring your account. If you notice any unauthorized or suspicious activity in your account, please notify us immediately.

Purchases of Digital Collectibles

We do not offer a hosted digital wallet on the Platform or otherwise custody Digital Collectibles for our users. You will be required to link a supported blockchain-based digital wallet (“Supported Wallet”) provided by supported third-party unhosted wallet providers (“Supported Wallet Provider”) to the Platform before you will be able to purchase a Digital Collectible. A list of Supported Wallets and Supported Wallet Providers, which we may update at our discretion, may available on our website. We will deliver any Digital Collectibles that you purchase from us directly to your Supported Wallet and you will be responsible for safekeeping the passwords and keys associated with your Supported Wallet. We will not be able to recover purchased Digital Collectibles for you in the event that you lose access to your Supported Wallet account or under any other circumstances.

Each Supported Wallet Provider is a third-party company that offers unhosted digital wallet products and services. We are not in any way affiliated or partnered with Supported Wallet Providers. Your use of each Supported Wallet Provider’s products and services is subject to its applicable terms of service. We will not be liable to you for any loss that results from your use of a Supported Wallet Provider’s products and services, including Supported Wallets.

We currently only accept payments in the supported cryptocurrencies listed on our website or the Platform. You cannot maintain a balance of cryptocurrency with us for purposes of making purchases through our Services. You must link your Web3 Wallet to the Services and use a supported type of cryptocurrency from your Web3 Wallet to complete your purchase.

All pricing and payment terms are as set forth on the Platform, and any payment obligations you incur are binding at the time of purchase. All sales are final. Unless otherwise required by applicable law, we will not provide a refund on any purchase.

You represent and warrant that any purchase of a Digital Collectible by you is solely for your personal collection, use and enjoyment, and not for speculative or investment purposes, for use as a substitute for currency or other medium of exchange, or for resale or redistribution. You acknowledge and understand that by purchasing a Digital Collectible you are not acquiring any equity or other ownership or profit-sharing interest in , or any of its affiliates or any brand or other business venture.

You will not portray any Digital Collectible as an opportunity to gain economic benefit or profit, or as an investment, equity, or other ownership or profit-sharing interest in , or any of its affiliates or any brand or other business venture. You will comply with any marketing policies or guidelines published by for NFTs or Digital Collectibles.

LEGISLATIVE OR REGULATORY CHANGES AT THE STATE, FEDERAL OR INTERNATIONAL LEVEL MAY ADVERSELY AFFECT THE USE, TRANSFER, OR EXCHANGE OF THE DIGITAL COLLECTIBLES.

Digital Collectibles Acquired through Third Party Platforms

With respect to any Digital Collectible originally sold through the Platform but that you acquired from a third party through a third party platform or service, by agreeing to these Terms, you agree to be bound by the applicable Digital Collectible Terms for the Digital Collectible. In addition, you acknowledge and agree that in the event the third party from whom you purchased the Digital Collectible does not pay any amounts owed to in connection with the transfer to you, may, at its option and discretion (and without limiting its right or ability to do so as otherwise provided in these Terms) refuse to provide you with access to the Platform or any Service, unless and until all outstanding amounts have been paid.

Suspension of Account

We have the right to immediately suspend your account, pause or cancel your access to our Services, or close your account if we suspect, in our sole discretion, that Your account is being used for money laundering, to evade sanctions or to engage in illegal activity, You have concealed or provided false identification information or other details, You have

engaged in fraudulent activity, or You have engaged in transactions in violation of these Terms.

License to Services and Ownership

Our Services, including the text, graphics, images, photographs, videos, illustrations and other content contained therein, are owned by or our licensors and are protected under both United States and foreign laws. Except as explicitly stated in these Terms, all rights in and to our Services are reserved by us or our licensors. Subject to your compliance with these Terms, you are hereby granted a limited, nonexclusive, nontransferable, non-sublicensable, revocable license to access and use our Services for your own personal, noncommercial use. Any use of our Services other than as specifically authorized herein, without our prior written permission, is strictly prohibited, will terminate the license granted herein and violate our intellectual property rights.

Related Content - General

Each Digital Collectible is a limited-edition digital asset comprised of an NFT and associated Related Content. Related Content is licensed to you, not acquired by you when you acquire the NFT. Ownership of any Related Content is retained by or the third party that developed or acquired ownership of the Related Content (any such third party, a “Third Party Developer”). No ownership or title in or to any Related Content is transferred to you, and no other right or interest in any Related Content is transferred to you except for the limited license rights that are expressly set forth in the Digital Collectible Terms. For clarification, the Related Content is neither stored nor embedded in the Digital Collectible, but is accessible through the Digital Collectible, subject to compliance with these Terms and the Digital Collectible Terms.

Related Content - Restrictions

You will not, attempt to, or permit or enable any third party to: (a) separate the Related Content from the Digital Collectible; (b) modify the Related Content, unless expressly permitted to do so pursuant to the Digital Collectible Terms; (c) register or attempt to register any trademark or copyright or otherwise acquire additional intellectual property rights in or to any Related Content; (d) use any Related Content to create, endorse, support, promote or condone any content, material or speech that is defamatory, obscene, pornographic, indecent, abusive, offensive, harassing, violent, hateful, racist, discriminatory, inflammatory or otherwise objectionable or inappropriate as determined by at its sole discretion; (e) commercialize the Related Content or use the Related Content

in connection with any business, message, product, or service, or in any manner that may imply endorsement of any business, message, product, or service; (f) use the Related Content in any manner that is likely to cause confusion or dilute, blur, or tarnish the Related Content or any intellectual property rights in the Related Content; or (g) use the Related Content in any manner that infringes, violates or misappropriates any third party intellectual property or intellectual property right, or that violates the these Terms or the Digital Collectible Terms.

Related Content - Transfer or other Fees

and Developers, as well as their affiliates, licensors and designee(s), may be entitled to receive transfer or other fees or royalties from your purchase or subsequent sales of a Digital Collectible, which defray costs associated with licensing the Related Content, administration of the Digital Collectible ownership and corresponding license rights, and making any optional Additional Benefits (as defined below) available to you or subsequent holders of the Digital Collectible.

Third Party Content

We may provide information about Additional Benefits made available by third parties or other third-party products, services, activities or events, or we may allow third parties to make their content and information available on or through our Services (collectively, "Third-Party Content"). We provide Third-Party Content as a service to those interested in such content. Your dealings or correspondence with third parties and your use of or interaction with any Third-Party Content are solely between you and the third party. does not control or endorse, and makes no representations or warranties regarding, any Third-Party Content, and your access to and use of such Third-Party Content is at your own risk.

Ordering Merchandise and Hardware, Billing and Payment - Atari VCS

As used in this Section, if you purchase merchandise including hardware, then the term "Atari" means Atari VCS LLC or an affiliate of Atari VCS LLC.

Your order through AtariVCS.com is an offer to Atari to agree on the delivery of the ordered merchandise including clothing and hardware (the "Product(s)") in exchange for the listed price.

When you place an order on AtariVCS.com, we will send you a message confirming receipt of your order and containing the details of your order (the "Order Confirmation"). The

Order Confirmation is acknowledgement that we have received your order but does not confirm acceptance of your offer to enter into an agreement.

In the case of hardware, we only accept your offer, and conclude the transaction for an item ordered by you, when we ship the hardware to you and send an e-mail confirming to you that we've shipped the product to you (the "Dispatch Confirmation"). If your order is shipped in more than one package, you may receive a separate Dispatch Confirmation for each package, and each Dispatch Confirmation and corresponding shipment will conclude a separate contract of sale between us for the hardware specified in that Dispatch Confirmation. Any hardware delivered to you remains property of Atari until payment has been fully made.

You consent to receiving sales invoices electronically.

Payment Processing – Atari VCS

Payment processing related to merchandise and/or Hardware purchased on AtariVCS.com may be performed by either Atari directly or by a third-party payment processor depending on the type of payment method used. In any case, delivery of merchandise as well as hardware is performed by AtariVCS LLC or an affiliate. You authorize us to charge your credit card for any direct purchases. In order to facilitate payment, we will share your credit card information and related personal information with the designated credit card payment processor. This information is shared solely for the purpose of collecting payment.

Warranty – Atari VCS, Hardware and Accessories

Atari warrants its Atari VCS, Hardware and Accessories in accordance with the Warranty Terms and Conditions at <https://atari.com/pages/warranty>.

Prohibited Uses

You may use the Services only for lawful purposes and in accordance with these Terms of Use. You agree not to access or use the Services for any purpose that is illegal or beyond the scope of the Services' intended use (in Atari's sole judgment).

You further agree not to:

- Engage in any discriminatory, defamatory, libelous, hateful, harassing, abusive, obscene, threatening, physically dangerous, unlawful, or otherwise objectionable conduct;
- Attempt to indicate in any manner that you have a relationship with us or that we have endorsed you or any products or services for any purpose;
- Send any unsolicited or unauthorized advertising, solicitations, promotional materials, spam, junk mail, chain letters or pyramid schemes, or harvest or collect the email addresses or other contact information of other users from the Services for the purpose of sending spam or other commercial messages;
- Attempt to reverse engineer any aspect of the Services or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any area, content or code of the Services (except as otherwise expressly permitted by law);
- Post, upload to, transmit, distribute, store, create or otherwise publish or send through the Services viruses, corrupted data or other harmful, disruptive or destructive files;
- Develop any third-party applications that interact with User Content or the Services without our prior written consent; or
- Use any robot, iframe, spider, crawler, scraper or other automated means or interface not provided by us to access the Services, including, without limitation, for the purpose of copying, extracting, aggregating, displaying, publishing or distributing any content or data made available via Services.

User Contributions

The Services do or may contain various forums, networks, and other interactive features that allow you to post, submit, publish, display, or transmit to Atari and other users (“Post”) content or materials (“User Contributions”) on or through the Services.

All User Contributions must comply with the following content standards: User Contributions must not be illegal, fraudulent, deceptive, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable, and must not consist of or contain software viruses, commercial solicitation, chain letters, mass mailings, or any form of “spam.”

Any User Contribution that you Post will be considered non-confidential and non-proprietary, and you grant Atari a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, copy, reproduce, modify, adapt, publish, translate, create

derivative works from, distribute, and display such User Contribution throughout the world in any media; however, Atari will only share personal information that you provide in accordance with Atari's [Privacy Policy](#).

You represent and warrant that you own or otherwise control all of the rights to the User Contributions that you Post at the time of Posting; that the User Contributions are accurate and not fraudulent or deceptive; and that the User Contributions do not violate these Terms or the rights (intellectual property rights or otherwise) of any third party, and will not cause injury to any person or entity. You understand that your User Contributions may be copied by other Services users and discussed on and outside of the Services, and if you do not have the right to submit User Contributions for such use, it may subject you to liability. Atari takes no responsibility and assumes no liability for any content Posted by you or any third party.

Atari has the right but not the obligation to monitor and edit or remove any User Contributions. Atari also has the right to terminate your access to all or part of the Services for any or no reason, including without limitation, any violation of these Terms. Atari may exercise these rights at any time, without notice or liability to you or any third party.

Submissions

Atari receives questions and suggestions about our games and systems. Atari does not accept unsolicited game or product ideas. If you submit product suggestions, questions, creative materials, ideas or other information about our Services or Atari ("**Submissions**"), such Submissions, whether submitted via the Services or otherwise, will be non-confidential and shall automatically become the sole property of Atari. Atari shall own, and you hereby assign to Atari, all right, title and interest, including all intellectual property rights, in and to such Submissions and Atari shall be entitled to the unrestricted use and dissemination of these materials for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You agree to execute any documentation required by Atari (in our sole discretion) to confirm such assignment to, and unrestricted use and dissemination by, Atari of such Submissions.

Linking

You may link to publicly available portions of the Services if you do so in a way that is non-commercial, fair and does not damage or take advantage of our reputation, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part. The Services must not be framed on any other website, platform

or service. We reserve the right to withdraw linking permission without notice.

If the Services contain links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

Disclaimers and Limitation of Liability

Nothing in these Terms will prejudice the statutory rights that you may have as a consumer of the Services. Some countries, states, provinces or other jurisdictions do not allow the exclusion of certain warranties or the limitation of liability as stated in this section, so the below terms may not fully apply to you. Instead, in such jurisdictions, the exclusions and limitations below shall apply only to the extent permitted by the laws of such jurisdictions.

THE SERVICES AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE), AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICES ARE PROVIDED BY ATARI ON AN "AS IS" AND "AS AVAILABLE" BASIS. ATARI MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICES, OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE), OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICES. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. TO THE FULL EXTENT PERMISSIBLE BY LAW, ATARI DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ATARI DOES NOT WARRANT THAT THE SERVICES, INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICES, ATARI'S SERVERS, OR ELECTRONIC COMMUNICATIONS SENT FROM ATARI ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

TO THE FULL EXTENT PERMISSIBLE BY LAW, ATARI WILL NOT BE LIABLE FOR ANY LOSS OF PROFITS OR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS. FURTHER, TO THE FULL EXTENT PERMISSIBLE BY LAW, ATARI'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS WILL NOT EXCEED THE TOTAL AMOUNTS YOU HAVE PAID (IF ANY) TO ATARI UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY.

THESE LIMITATIONS AND EXCLUSIONS REGARDING DAMAGES APPLY EVEN IF ANY REMEDY FAILS TO PROVIDE ADEQUATE COMPENSATION.

THE DIGITAL COLLECTIBLES ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED ON THE BLOCKCHAIN NETWORK. ANY TRANSFER OF CONTROL THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE APPLICABLE BLOCKCHAIN NETWORK.

The Digital Collectibles are currently available only on the Ethereum Blockchain. You will not be able to transfer your Digital Collectibles to any digital wallet that is not compatible with the Ethereum Blockchain. In the event that you inadvertently transfer a Digital Collectible to a digital wallet that is not compatible with the Ethereum Blockchain, your Digital Collectible may be lost or destroyed.

The Digital Collectibles are transferable blockchain-based non-fungible tokens that evidence a limited license to Related Content, and, in some cases, a limited license to Third-Party Content and/or to access Additional Benefits, that is exclusive to the owner and thereby collectible as a form of alienable digital property. Like physical collectibles, the price of non-fungible tokens may be subject to fluctuation based upon broader industry trends and sentiment. Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of non-fungible tokens. Unlike cryptocurrencies and other fungible digital assets, non-fungible tokens are not used to make payments. Non-fungible tokens are not mutually interchangeable and cannot be divided into smaller parts. These design features limit the usefulness of non-fungible tokens as a form of payment or substitute for currency. Instead, non-fungible tokens are enjoyed as digital collectibles.

There is no guaranteed future value for Digital Collectibles. Any future value of a Digital Collectible is based solely on consumer interest and demand for that Digital Collectible and not something that or any Third Party Developer or other third party can control or will attempt to control or influence. We are not responsible for sustained losses due to vulnerability or any kind of failure, abnormal behavior of software (e.g., wallet, smart contract), the applicable blockchain or other third party service or infrastructure, including Supported Wallets and Supported Wallet Providers, or any other features of Digital Collectibles. We are not responsible for sustained losses due to late reports by developers or representatives (or no report at all) of any issues with the applicable blockchain supporting Digital Collectibles including forks, technical node issues or any other issues having fund losses as a result.

In some cases, may integrate directly with third parties, including but not limited to, online merchant platforms, mailing list platforms, and social media platforms (“Third Party APIs”). has no control over the uptime and functionality made available through Third Party APIs and as such certain aspects of the Platform could incur an outage outside of ’s control, and certain aspects of the Platform’s functionality could be impacted by changes of features made available through Third Party APIs.

The platform is subject to flaws and acknowledge that you are solely responsible for evaluating any code provided by the Platform. may experience cyber-attacks, unexpected surges in activity, or other operational or technical difficulties that may cause interruptions to or delays on the Platform. You accept the risk of the Platform failure resulting from unanticipated or heightened technical difficulties, including those resulting from sophisticated attacks, and you agree not to hold us accountable for any related losses.

Indemnification

This section only applies to the extent permitted by applicable law. If you are prohibited by law from entering into the indemnification obligation below, then you assume, to the extent permitted by law, all liability for all claims, demands, actions, losses, liabilities, and expenses (including attorneys’ fees, costs and expert witnesses’ fees) that are the stated subject matter of the indemnification obligation below.

You agree to defend, indemnify, and hold harmless Atari, its affiliates, and licensors, and their respective officers, directors, employees, contractors, agents, licensors, and suppliers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys’ fees) resulting from your User Contributions or access to or use of our Services (including, without limitation, Digital Collectibles, Additional Benefits and Related Content) or violation of these Terms.

Governing Law and Jurisdiction

Any dispute or claim by you arising out of or related to these Terms shall be governed by New York law, exclusive of its choice of law rules. For any disputes deemed not subject to binding individual arbitration, as provided in the section immediately below, you and Atari agree to submit to the exclusive jurisdiction of the Superior Court of New York City, New York, or, if federal court jurisdiction exists, the United States District Court for the state of New York. You and Atari agree to waive any jurisdictional, venue, or inconvenient forum objections to such courts (without affecting either party’s rights to remove a case to federal court if permissible), as well as any right to a jury trial. The Convention on Contracts for the International Sale of Goods will not apply. Any law or regulation which provides that the

language of a contract shall be construed against the drafter will not apply to these Terms. This paragraph will be interpreted as broadly as applicable law permits.

Binding Individual Arbitration; No Class Actions

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

Most issues can be resolved quickly and amicably by contacting Atari customer support at support@Atari.com. But we understand that sometimes disputes can't be easily resolved by customer support. This Section explains how You and Atari agree to resolve those disputes, including (where applicable) by binding, individual arbitration.

Arbitration is an alternative dispute-resolution procedure that allows us to resolve issues without the formality of going to court. Any dispute between You and Atari is submitted to a neutral arbitrator (not a judge or jury) for fair and fast resolution. Arbitration is more efficient for both you and Atari.

Disputes related to Atari's End User License Agreement ("EULA"): If you have agreed to Atari's End User License Agreement ("EULA"), "Disputes" as that term is defined in the EULA will be resolved as provided for in the EULA, including the EULA's "Binding Individual Arbitration" section. The dispute resolution terms below apply to disputes arising solely under these Terms and not to products or services governed by a EULA.

Disputes related to these Terms: If you have an issue related to these Terms and have not agreed to Atari's EULA, the dispute-resolution terms below apply.

1. Informal Resolution.

If you have an issue that our customer support can't resolve, prior to starting arbitration You and Atari agree to attempt to resolve the dispute informally to help get us to a resolution and control costs for both parties. You and Atari agree to make a good-faith effort to negotiate any dispute between us for at least 30 days ("Informal Resolution"). Those informal negotiations will start on the day You or Atari receive a written Notice of a Dispute in accordance with these Terms.

You will send your Notice of Dispute to Atari Inc., Legal Department, ATTN: NOTICE OF DISPUTE, 286 Madison Avenue, New York, NY 10017, U.S.A. Include your name, any relevant account name you use, address, how to contact you, what the problem is, and what you want Atari to do. If Atari has a dispute with You, Atari will send our Notice of Dispute to your registered email address and any billing address You have provided us.

If the dispute isn't resolved within by Informal Resolution or small-claims court (below), You or Atari may start an arbitration in accordance with these Terms.

2. Small Claims Court

Instead of using Informal Resolution, You and Atari agree that You may sue us in small claims court in New York City, New York (if you meet the requirements of small claims court). We hope you'll try Informal Resolution first, but you don't have to before going to small-claims court.

3. Binding Individual Arbitration.

THE ARBITRATION PROCEEDINGS IN THIS SECTION WILL BE CONDUCTED ON AN INDIVIDUAL BASIS ONLY.

You and Atari agree that Disputes will be settled by binding individual arbitration conducted by the [Judicial Arbitration Mediation Services, Inc.](#) ("JAMS") subject to the U.S. Federal Arbitration Act and federal arbitration law and according to the [JAMS Streamlined Arbitration Rules](#) and Procedures effective June 1, 2021 (the "JAMS Rules") as modified by these Terms.

This means that You and Atari agree to a dispute-resolution process where we submit any Dispute to a neutral arbitrator (not a judge or jury) that makes the final decision to resolve the Dispute. JAMS uses experienced professionals to arbitrate disputes, which helps You and Atari resolve any disputes fairly, but more quickly and efficiently than going to court. The arbitrator may award the same remedies to you individually as a court could, but only to the extent required to satisfy your individual claim.

The arbitrator's decision is final, except for a limited review by courts under the U.S. Federal Arbitration Act, and can be enforced like any other court order or judgment. If you are a consumer who resides in California, you hereby waive your rights under California Civil Code § 1542, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

3.1 Disputes We Agree to Arbitrate:

You and Atari agree to submit all Disputes between You and Atari to individual binding arbitration. "Dispute" means any dispute, claim, or controversy (except those specifically exempted below) between You and Atari that relates to your use or attempted use of Atari's products or services and Atari's products and services generally, including without limitation the validity, enforceability, or scope of this Binding Individual Arbitration section.

You and Atari agree to arbitrate all Disputes regardless of whether the Dispute is based in

contract, statute, regulation, ordinance, tort (including fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory.

The Informal Resolution and Arbitration sections do not apply to (1) individual actions in small claims court; (2) pursuit of enforcement actions through a government agency if the law allows; (3) a complaint or remedy under the EU General Data Protection Regulation; (4) an action to compel or uphold any prior arbitration decision; (5) Atari's right to seek injunctive relief against You in a court of law to preserve the status quo while an arbitration proceeds; (6) claims of piracy, creation, distribution, or promotion of cheats, and intellectual property infringement, and (7) the enforceability of the Class Action Waiver clause below. You and Atari agree that whether a dispute is subject to arbitration under these Terms will be determined by the arbitrator rather than a court.

3.2 Arbitration Procedure:

To start an arbitration, review the JAMS Rules and follow the instructions for initiating an arbitration on the [JAMS](#) website. The party starting an arbitration must send JAMS a "Demand for Arbitration" (available on its website), pay a filing fee, and mail a copy of the Demand for Arbitration to the opposing party. You will send a copy to Atari Inc., Legal Department, ATTN: ARBITRATION OF DISPUTE, 286 Madison Avenue, New York, NY 10017, U.S.A. Atari will send our copy to your registered email address and any billing address You have provided us.

The arbitration will be conducted by a single JAMS arbitrator selected with substantial experience in resolving intellectual property and commercial contract disputes. You and Atari both agree that the arbitration will be conducted in the English language and that the arbitrator will be bound by these Terms.

If an in-person hearing is required, the hearing will take place in New York City, NY.

The arbitrator (not a judge or jury) will resolve the Dispute. Unless You and Atari agree otherwise, any decision or award will include a written statement stating the decision of each claim and the basis for the award, including the arbitrator's essential factual and legal findings and conclusions.

The arbitrator may only award legal or equitable remedies that are requested by You or Atari to satisfy one of our individual claims (that the arbitrator determines are supported by credible relevant evidence). The arbitrator may not award relief against Atari respecting any person other than You.

Any decision or award may be enforced as a final judgment by any court of competent jurisdiction or, if applicable, application may be made to such court for judicial acceptance of any award and an order of enforcement.

3.3 Arbitration Fees and Location:

If You start the arbitration, you must pay the JAMS filing fee required for consumer arbitrations.

If the arbitrator finds You brought an arbitration claim against Atari for an improper purpose, frivolously, or without a sufficient pre-claim investigation into the facts or applicable law, then the payment of all fees will be governed by the JAMS rules.

JAMS costs do not include your Attorneys' fees and costs and Attorneys' fees and JAMS costs are not counted when determining how much a dispute involves.

If you choose to be represented by an attorney, you will pay your own attorneys' fees and costs unless the applicable law provides otherwise.

3.4 Notice and Filing. If a Dispute must be arbitrated, You or Atari must start arbitration of the Dispute within two (2) years from the date the Dispute first arose. If applicable law requires you to bring a claim for a Dispute sooner than two years after the Dispute first arose, you must start arbitration in that earlier time period. Atari encourages You to tell us about a Dispute as soon as possible so we can work to resolve it. **The failure to provide timely notice shall bar all claims.**

3.5 Continuation in Effect. This Binding Individual Arbitration section survives any termination of these Terms or Atari's provision of services to You.

3.6 Future Terms Changes. Although Atari may revise these Terms in its discretion, Atari does not have the right to alter these Terms to arbitrate or the rules specified herein with respect to any Dispute once that Dispute arises.

4. Class Action Waiver.

To the maximum extent permitted by applicable law, You and Atari agree to only bring Disputes in an individual capacity and shall not: seek to bring, join, or participate in any class or representative action, collective or class-wide arbitration, or any other action where another individual or entity acts in a representative capacity (e.g., private attorney general actions); or consolidate or combine individual proceedings or permit an arbitrator to do so without the express consent of all parties to these Terms and all other actions or arbitrations.

5. Severability.

If all or any provision of this Binding Individual Arbitration agreement is found invalid, unenforceable, or illegal, then You and Atari agree that the provision will be severed and the rest of these Terms shall remain in effect and be construed as if any severed provision had not been included. The sole exception is that if the Class

Action Waiver is found invalid, unenforceable, or illegal, You and Atari agree that it will not be severable; this entire Binding Individual Arbitration section will be void and unenforceable and any dispute will be resolved in court subject to the venue and choice of clauses specified in these Terms. Under no circumstances shall arbitration be conducted on a class basis without Atari's express consent.

Language

To the fullest extent permitted by law, the controlling language for these Terms is English. It is the express wish of the parties that these Terms and all related documents have been drawn up in English. Les parties déclarent qu'elles ont demandé et par les présentes confirment leur desir exprés que cette convention soit rédigée en anglais. Any translation has been provided for your convenience.

Waiver and Severability

No waiver of these Terms by Atari shall be deemed a further or continuing waiver of such term or condition or any other term or condition, and any failure of Atari to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms will continue in full force and effect.

Notice and Procedure for Making Claims of Copyright Infringement

In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable law, Atari has adopted a policy of terminating, in appropriate circumstances as determined by Atari, users or account holders who are deemed to be repeat infringers of the copyrights of others. Atari may also at its sole discretion limit access to the Services and/or update, transfer, suspend, or terminate the accounts of any users who infringe the intellectual property rights of others, whether or not there is any repeat infringement.

If you believe that your work has been used on the Platform or in any other Services in a way that constitutes copyright infringement, please submit a Notice of Alleged Infringement ("DMCA Notice") to our Designated Copyright Agent as follows:

Legal Department

Atari Inc.

286 Madison Avenue

New York, NY 10017

Email: support@Atari.com

Please include all of the following in your DMCA Notice:

- Identify the copyrighted work that you claim has been infringed. If your DMCA Notice covers multiple works, you may provide a representative list of such works.
- Identify the material that you claim is infringing, including a description of where the material is located. Your description must be reasonably sufficient to enable us to locate the material. Where possible, please include the URL of the webpage where the material is located.
- Provide your full legal name, mailing address, telephone number, and (if available) e-mail address.
- Include the following statement in the body of the DMCA Notice:
- I have a good-faith belief that the use of the material is not authorized by the copyright owner, its agent, or the law. I represent that the information in this DMCA Notice is accurate and, under penalty of perjury, that I am the owner of the copyright or authorized to act on the copyright owner's behalf.
- Provide your electronic or physical signature.
- Please note that under 17 U.S.C. 512(f), if you knowingly misrepresent that material or activity is infringing, you may be liable for damages, including costs and attorneys' fees, incurred by us or our users. If you are unsure whether the material or activity you are reporting is infringing, you may wish to contact an attorney before filing a notification with us.

Changes to these Terms

We may change these Terms from time to time. If we do, we'll provide notice of any changes, such as by posting the most recent version on our Services and updating the "Version" date below. You can view the latest Terms any time by clicking the "Terms of Use" link at the bottom of the applicable webpage. We encourage you to check for updates regularly. Your continued use of the Services following any notice we provide will confirm that you have agreed to the amended Terms. If you do not agree to the amended Terms, you must stop using the Services.

General Questions

For general questions, contact us at support@atari.com