

Terms of Use – Onlyspace

Last updated: 02.04.2022

This legally binding agreement, hereinafter the “Agreement”, provides for terms and conditions of the access to and use of the Onlyspace Entertainment Metaverse, hereafter the “Onlyspace”, which integrates various computer games, hereinafter the “Games” or individually the “Game”, and the related software, and includes copyrighted or otherwise legally protected digital objects or materials, whether located at <https://urbanspacegame.com/> and accessed online or downloaded, or distributed as a mobile application, or accessed through any other lawful technical means or media channels which might be made available or unavailable at any time.

The Agreement is entered into by an interchange of electronic communications or data as between the owner of the Onlyspace, hereinafter “we”, and any individual end user who accepts the Agreement by any means or method determined hereby, hereinafter “you”, whether a natural person or a legal entity, in any case, possessing required legal capacity, rights or authorizations to conclude this Agreement in its entirety under the applicable law. If this Agreement is accepted by an agent or any other representative acting for you, it is deemed as accepted by you personally provided that both the agent or the other representative, and you possess the required legal capacity, rights or authorizations.

1. Acceptance. You are regarded as accepted the Agreement either by an express positive response to the respective request which contains a full text hereof or a web-link to its full text or, in absence of such our request, by completing a registration, or making any purchase, or placing any order according to our instructions, rules or guidelines, or by any other lawful access to or use of any Onlyspace, including, but not limited to, any Game, whether full or partial. Acceptance of this Agreement implies acceptance of any updates, amendments, or modifications hereof which might be made by us in future subject to our discretion without any further notice or acceptance request to you unless within a reasonable timeframe you object to the updates, modifications or amendments in writing and discontinue any access to or use of the Onlyspace. The last updated version of this Agreement is at all times available through the Onlyspace.

2. Access to and Use of the Onlyspace. Hereunder you are entitled to access to and use the Onlyspace end user functionality worldwide, for your personal and non-commercial purposes and during the effective term hereof provided that you always act in full compliance with the applicable law and this Agreement, and our further instructions, rules or guidelines; make all payments charged by us; properly use and make payments for the Third-Party Content, if required; and provided that you do not interfere with or disrupt, or perform any other fraudulent activity which directly or indirectly burdens the Onlyspace. To the fullest extent permitted by the applicable law the Onlyspace is provided on “as is” basis without any our obligations or warranties of any kind, whether express or implied, in particular, as to availability, functionality or quality; or absence of any defects or errors; or correspondence to your expectations or purposes; or any implications of your access to or use of the Onlyspace; or processing any data transferred, generated or received by you, or addressed to you, or confidentiality of the data; or non-infringement of third parties rights; or maintenance, support or updates of the Onlyspace. We may from time to time at our sole discretion modify, add or remove any of the Onlyspace functions as well as technical means or media channels for your access to the Onlyspace as well as temporally suspend your access to and use of the Onlyspace for technical reasons, maintenance or updating purposes.

3. Purchasing Assets.

3.1. You may purchase various in-Game digital items or assets, hereinafter the “Assets”, which are offered for sale at the prices set and changed at the sellers’ sole discretion in USD/WAX with any taxes due to be charged on top of the indicated price unless it is expressly determined otherwise. The Assets

are purchased through activation of the non-fungible token, hereafter the “NFT”, which confirms your in-Game entitlement to the respective purchased Asset.

3.2. The Assets are the part of the game ecosystem and they are designed to enhance your gaming experience. You represent and warrant that you are not acquiring NFTs for any other purpose, including but not limited to, for speculative and/or investment purposes. You also recognize that NFTs are not financial instruments nor regulated digital assets.

3.3. Activation is performed by you according to the instructions provided together with the digital activation key. The price paid is refundable prior to activation of the NFT only. The activated NFT is shown in your WAX crypto-wallet which wallet is a Third-Party Content and separate from the Onlyspace, being managed and controlled without any our involvement.

3.4. Subject to your compliance with this Agreement, the Onlyspace grants to you a limited, non-exclusive, worldwide, revocable license to access, perform and display the Assets, solely for the following purposes:

- 1) for your own personal, non-commercial use, as part of the Game experience and to hold in your WAX crypto-wallet,
- 2) to transfer or otherwise dispose of your Assets through the Marketplaces (as described below in Section 6).

Such license granted to you continues as long as you continue to play the Game, unless otherwise provided in this Agreement. If, at any time, you decide to transfer or otherwise dispose of the NFT for any reason, the license granted to you with respect to the associated in-Game Asset will immediately end without notice.

The rights not expressly granted are reserved to us and/or our licensors.

3.5. If you no longer want to play with your NFTs, you can decide to transfer them to other players through third-party Marketplace according to the applicable rules and guidelines. Payments for the Assets are debited in USD from your bank card according to the applicable rules and guidelines.

4. Third-Party Content. The Onlyspace may have links to third-parties’ web-sites or interfaces, as well as incorporate or integrate various third-parties’ content such as music, pictures, video, designs, information or data, software, hereinafter the “Third-Party Content”. We provide no obligations or warranties of any kind, whether express or implies, with respect to the Third-Party Content. Your access to or use of the Third-Party Content is entirely at your own risk and expense, and shall be subject to the applicable rules and guidelines. We incur no liability for consequences of your respective actions whether or not such access to or use of the Third-Party Content is expressly or impliedly required for proper access to or use of the Onlyspace hereunder. Games and Assets may belong to the Third-Party Content as defined hereby.

5. Intellectual Property. Unless indicated otherwise, the Onlyspace is our intellectual property, including any and all source codes, database, software, designs, audios, videos, texts, photographs, and graphics, and all other related content, and trademarks, service marks and logos contained therein, hereinafter the “Intellectual Property”. The Intellectual Property is owned, controlled by us or properly licensed to us, and it is protected by copyright and trademark laws, or legally protected otherwise. No part of the Intellectual Property may be copied, reproduced, republished, downloaded, posted, publicly displayed, decoded, translated, transmitted, distributed, sold or licensed, or otherwise exploited for the purposes or by any means, or methods not expressly permitted hereby or by the mandatory statutory provisions. Hereunder you are granted a limited right to access and use the Onlyspace with all reservations and conditions contained herein for your personal needs only, and you may not in any manner share your

access to or use of the Onlyspace with any third parties, or grant, or transfer to third parties such your access or use, or create opportunities for third parties to directly or indirectly exploit your access to or use of the Onlyspace. Your entitlement to the Assets as determined hereby serves the in-Game purposes only that means you only may assert your such entitlements against other end users of the Game or sell the entitlements to other end users on the Marketplace. Your entitlement to the Assets does not in any way limit or burden the Intellectual Property.

6. Marketplace. The Onlyspace serves as a marketplace for you to buy and sell the Assets purchased through activation of the NFT as described hereby, hereinafter the “Marketplace”. For sale you create a description of the Asset offered for sale, in particular, indicate the price. For buying you follow the instructions provided by the seller of the respective Asset, in particular, pay the price indicated by the seller. We neither resell Assets nor participate in any agreement or arrangement between buyers and sellers, nor control their behavior as well as the behavior of any other Onlyspace end users. Buying or selling Assets is entirely at your own risk and expense, and shall be made subject to the applicable rules and guidelines. We incur no liability for consequences of your respective actions. Payments are made and received through your WAX crypto-wallet which is a Third-Party Content.

7. User Data. Any data which is generated by the Onlyspace or uploaded to the Onlyspace by you or for you, or transmitted to the Onlyspace by the Third-Party Content shall unconditionally belong to us as full owners of the data without any our obligations or liability towards you such as with regards privacy or confidentiality, or the scope and purposes of our use of the data, unless the mandatory provisions of the applicable legislation provide otherwise such as the personal data provisions. Hereby you grant us a permission for the effective term hereof and two (2) years thereafter to store, use or otherwise process, or disclose to third parties your personal data, if any, for the purposes of our proper performance hereof, exercising and protection of our rights and lawful interests hereunder, advertising the Onlyspace or Third-Party Content as well as of maintaining and upgrading the Onlyspace.

8. Liability. We, our affiliates, contractors, employees, agents shall not be liable for any direct, indirect, special, consequential or other damages which you may incur, however caused and under any theory of liability, including, without limitation, any loss of profits, loss of goodwill or business reputation, loss, corruption, disclosure or misuse of data, or any other loss, even if we have been advised of the possibility of such damages. The Onlyspace is made available hereunder in reliance upon the warranty disclaimers and limitations of our liability as set forth herein which reflect a reasonable allocation of risk and constitute an essential basis of our bargain which otherwise would not be contemplated by us. Your liability for our damages or losses arising from your breach hereof including, but not limited to, your misuse of the Onlyspace or Intellectual Property infringement, shall be governed by the applicable law.

9. Effective Term and Termination. This Agreement takes effect from your acceptance hereof as determined hereby and remains effective until terminated as provided for hereby or by the applicable law. We may at any time at our sole discretion terminate this Agreement by way of refusing or blocking your access to or use of to the Onlyspace without any obligations or liability towards you following such termination.