

## TERMS & CONDITIONS OF GG3 PLATFORM

Last update: December 7th ,2023

### GENERAL PROVISION

1. The owner of the Platform available at <https://beta.gg3.xyz> website and all its components is Golden Griffin (hereinafter referred to as **Company** or **GG**).
2. The Platform has been developed as the platform for educating Users about web3 and onboard Users from web2 to web3.
3. In all cases when the Terms and Conditions refer to specific time, the correct time is the Central European Time (CET).
4. In all cases indicated in the Terms and Conditions as cases when it is required to contact Golden Griffin (to inform, report etc.) such contact should be made by sending a message to email address: [support@gg3.xyz](mailto:support@gg3.xyz) .
5. Access to the content published on the Platform and the use of its functionalities described in the Terms and Conditions is not subject to any fees. When one wishes to use the Platform, the condition for accessing or using it is to use a Device with Internet access and an e-mail proper to register (other than temporary or anonymous).

### DEFINITIONS

1. The terms used in the Terms and Conditions and written with a capital letter are given the meaning as indicated below:
  - 1.1. **Achievements** - digital acknowledgments of specific milestones or accomplishments achieved by the User within the Platform;
  - 1.2. **Badges** - visual representations of achievements, collectible by the user;
  - 1.3. **Business Days** – days from Monday to Friday, excluding public holidays in accordance with applicable law;
  - 1.4. **Computer** – the Device within the meaning of the Terms and Conditions, limited to electronic devices intended for the processing of information (data) presented in a digital form, that is a stationary device or a portable device, with the exception of Mobile Devices or other similar devices;
  - 1.5. **Data Security Policy** – the document available at: <https://beta.gg3.xyz>;
  - 1.6. **Device** – the Computer, the Mobile Device or similar electronic devices with Internet access;
  - 1.7. **G-Bucks** – virtual currency with value equals USD (US dollar) in 1 : 0,01 ratio (GBugs 1= USD 0,01). G-Bucks is only internal Platform virtual currency;
  - 1.8. **Google** – the Platform available at the address: <https://google.com>;
  - 1.9. **IP address** – Internet Protocol Address, identification number of the Device, in particular the Computer, on the Internet or a local network;
  - 1.10. **Mobile Device** – a smartphone, tablet or other similar device with Internet access;
  - 1.11. **Platform** – the platform available at <https://beta.gg3.xyz>;
  - 1.12. **Platform Partners** – entities with whom Golden Griffin organizes the Quests (if applicable);
  - 1.13. **Profile Picture** – virtual image under which the User appears in the Applications; it may be any photo/graphics used by the User;
  - 1.14. **Quest** – task achievable by the User offered independently by Company or in collaboration with the Platform Partners on the terms set out in these Terms and Conditions;
  - 1.15. **Steam** – the Platform available at: <https://steamcommunity.com>;
  - 1.16. **Terms and Conditions** or **T&C** – the Terms and Conditions of the Platform;

- 1.17. **USD** – US dollar;
- 1.18. **User** – a natural person who created a User Account;
- 1.19. **User Account** – an account created in registration process, individual for each User;
- 1.20. **VPN** – virtual private network, a separate connection through which a connection is made in a private network via the Internet;
- 1.21. **Website** - website available at <https://beta.gg3.xyz>;
- 1.22. **XP Points** - points contributing to the User's experience level on the Platform.

## **USER ACCOUNT, USER REPRESENTATIONS AND SOCIAL MEDIA**

1. User registration on the Platform takes place by creating an Account. Creating an account is possible on the website: <https://beta.gg3.xyz>. Registration is possible in one of the ways indicated below:
  - 1.1. using the Steam platform – with the Steam login which require confirming the email address and entering the login. The Steam login and password used to sign into the Steam platform enable signing into the User Account;
  - 1.2. using the Google Account which requires confirming the email address and entering the login. The Google login and password used to sign into the Google Account enable signing into the User Account.
2. Each natural person can have only one User Account, multiple accounts are prohibited.
3. The User undertakes to take reasonable security measures that are adequate to the existing threats, in particular by securing the User Account against its unauthorized use, including by properly securing the Devices having access to the User Account.
4. The User undertakes to promptly inform Company of all cases of unauthorized use of the User Account or suspicions of such use.
5. Golden Griffin reserves the right to suspend, temporarily block or delete the User Account which violates the provisions of the Terms and Conditions. The deletion of the User Account does not release the User from the obligation to redress damage inflicted on Golden Griffin in the event of breach of the Terms and Conditions.
6. The User is entitled to delete the User Account without giving any reason.
7. The User has the option of deleting the User Account on the Platform.
8. If the User carries out a procedure for deleting the User Account, the User acknowledges that from the moment of accepting the deletion of the User Account, he/she will have no access to the User Account immediately.
9. The user will be able to add links to their social media to their profile. The User declares that he does this voluntarily. If User provides a link to other social media portals on your User Account, the User accepts that it will be available on his public profile and visible to other Users.
10. Additionally, the User will have the opportunity to provide the Company with User Account data on a given social media platform. In order to express consent, the User will be redirected to this platform and there he/she will give his/her consent to the Company and at the same time specify the scope. All User statements are voluntary.

## **PLATFORM AND PRINCIPLES OF OPERATION OF QUESTS**

1. In the Platform User will have access to available Quests. Upon successful login to the Platform, users will have the opportunity to participate in a variety of Quests which will be available for a certain time.
2. The subjects of the Quests will be diverse and engaging, catering to different interests and skills. Each Quest will contain full description and explanation what User should exactly do and what is expected upon completion of each Quest.

3. Upon the successful completion of each Quest, users will be awarded various types of gifts, which include:
  - 3.1. XP Points;
  - 3.2. G-Bucks;
  - 3.3. Badges;
  - 3.4. Achievements.
4. G-Bucks cannot be exchanged for fiat currency (e.g., USD, EUR). Users acknowledge that they have no claim against the Company for the exchange of G-Bucks into fiat currencies.
5. Both Badges and Achievements are purely digital icons (non-NFT) that users can accumulate and display on their User Account. They hold no monetary value and are intended for collection and display purposes within the Platform.
6. The Platform features a leveling system for User Accounts, which is dependent on the accumulation of XP Points. Users earn XP Points through various activities, including the completion of Quests. The number of XP Points earned contributes to the User's overall level on the Platform, reflecting their progression and engagement.

## **COMPLAINTS CONCERNING THE FUNCTIONING OF THE APPLICATIONS**

1. The User may submit complaints regarding the functioning of the Platform.
2. Complaints may be submitted by sending a message to the email address: [support@gg3.xyz](mailto:support@gg3.xyz).
3. A complaint should include an indication of the e-mail address under which the User has set up the User Account on the Platform (User's email address assigned to the User Account), name, surname, nationality and residential address of User and a description of an event which is the subject of a complaint. If the data or information provided in a complaint needs to be supplemented, before examining a complaint, Company will ask the User to supplement it in respect of the required scope and by the time indicated.
4. Complaints will be considered within 14 days from the date of receipt of a properly submitted complaint (containing the required elements and not requiring further information) by Golden Griffin.
5. The User will be informed about the method of examining a complaint via a message sent to the email address assigned to his/her User Account.
6. Golden Griffin provides services as available and without any express or implied warranty of any kind.

## **PROHIBITED ACTIVITIES**

1. You accept that you will use the Platform only for your private (non-profit purposes), and that the following activities or behaviors on the Platform are not permitted:
  - a. using multiple accounts;
  - b. connecting external programs (e.g., bots) to the Platform;
  - c. exploiting found errors or vulnerabilities in the Platform or its software;
  - d. using offensive nicknames, descriptions, graphics;
  - e. engaging in offensive, xenophobic, racist, or any other behaviors that may be considered inappropriate;
  - f. using VPNs;
  - g. impersonating other users, administrators, partners, etc.;
  - h. any other behaviors that may infringe upon the rights of any entities.

## **PRIVACY POLICY AND INTELLECTUAL PROPERTY RIGHTS**

1. Data processing takes place in accordance with the Data Security Policy. Before registering, the User should read the Data Security Policy.
2. The User may independently manage his/her personal data after logging into the User Account, which also applies to adding Profile Picture, in accordance with the conditions set out below:
  - 2.1. when registering while using the Steam account or the Google account, Profile Pictures will be downloaded directly from the profile used by the User to register the Account.
3. Golden Griffin does not control data about the User that are automatically downloaded from the external profile of the User on Steam or Google. The User can independently manage rights of Golden Griffin to his/her personal data by configuring the profile settings accordingly. The principles of managing rights and access are available directly on Steam or Google.
4. The Profile Picture may be visible to people from outside the Users' area, including it may be generally available on the Internet. By posting the Profile Picture, the User states that he/she is aware of the above provisions.
5. If the User uses a photo or a graphics uploaded by him/her to the Account as the Profile Picture, he/she states that he/she has full rights to this photo or graphics that entitle him/her to use the photo or graphics in this way. Golden Griffin is not liable for photos or graphics uploaded by the User himself/herself.
6. Unless explicitly stated otherwise, the Platform and Website is considered as exclusive property of the Company. This includes all source code, databases, functionalities, backend and frontend software, all which contain website designs, audio, video, text, photographs, and graphics found on the Website or Platform. Additionally, it encompasses the trademarks, service marks, and logos featured on the Website. These assets are either under our ownership or within Company's control, or they are licensed to us. You agree that you can't copy or use any of the above mentioned content.
7. The Platform and Website are provided "AS IS" and are intended for informational and personal use only. You can't use a Website or Platform for any business activity. Unless explicitly provided otherwise in these Terms and Conditions, you are not permitted to copy, reproduce, aggregate, republish, upload, post, publicly display, encode, translate, transmit, distribute, sell, license, or exploit the Website or Platform, its content, or the marks for any commercial purpose without obtaining our express prior written consent.
8. Subject to your eligibility to use the Website or Platform, you are granted a limited license that allows you to access and use the Website or Platform, as well as to download or print portions of the Content for personal, non-commercial purposes. It is important to note that we retain all rights that are not expressly granted to you concerning the Website or Platform.

## **RISKS AND LIMITATIONS OF LIABILITY LIABILITY**

1. The User is aware of the risks associated with the use of the Platform and accepts the risks. Specifically, the User is aware of the following:
  - 1.1. the innovative nature of the Platform and the resulting possibility of errors in their functioning;
  - 1.2. a legislative risk, in particular the possibility of introducing legal regulations that exclude running Platform;
  - 1.3. possible abuse by a third party, including hacking into the User Account, changing its settings.
2. Golden Griffin states that the Platform is an innovative solution and as such cannot be covered by the guarantee of proper functioning, including the absence of errors or

faults. Specifically, Golden Griffin cannot guarantee full compatibility of the Platform with the Devices, including the Computers.

3. Golden Griffin is not liable for actions of a third party, in particular, is not liable for damages caused by persons who received access to the User Account as a result of illegal activities or actions of the User himself/herself (improperly securing the Account, sharing a password or login, leaving an open access to the User Account).

## **INDEMNIFICATION**

1. You agree that you shall defend, indemnify, and hold harmless the Company and its affiliates and officers, directors, employees, agents, successors, and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys fees) arising out of or resulting from:
  - 1.1. misuse of the Website or Platform;
  - 1.2. conduct inconsistent with the T&C, including breach of any provisions of the T&C;
  - 1.3. your violation of third party rights, in particular intellectual property rights.

## **GOVERNING LAW**

1. With the exception of the conflict of law rules under international law, the law applicable to the settlement of any disputes arising from the conclusion, implementation or expiry of the legal relationship between the User and Golden Griffin is the law of the United Arab Emirates as applicable in the Emirate of Dubai.
2. In the event that individual provisions of the Terms and Conditions are considered invalid, in particular due to the violation of the legal order of the state whose law is applicable as a result of the application of the conflict of laws rules referred to in point above, the remaining provisions of the Terms and Conditions shall remain in force, and an invalid provision shall be replaced by a provision consistent with the basic principles and objectives of the Terms and Conditions.
3. In the event of disputes with the Users, including those concerning the status of consumers, any conflicts should be resolved amicably. The above-mentioned possibilities do not exclude the User's right to assert his/her rights in court.

## **AMENDMENT OF THE TERMS AND CONDITIONS**

1. Golden Griffin reserves the right to amend the Terms and Conditions without any reason, in particular in the following cases:
  - 1.1. the occurrence of important technical and organizational reasons, such as the emergence of new technologies or IT systems that affect the provision of services;
  - 1.2. changes in generally applicable laws affecting the Applications;
  - 1.3. the need to adapt the Terms and Conditions along with court judgments or administrative decisions;
  - 1.4. the need to remove ambiguities that may appear in the Terms and Conditions;
  - 1.5. changes in the rules of functioning or development of the Platform or the Applications, including their components, in a way that affects the provisions of the Terms and Conditions;
  - 1.6. the need to clarify the provisions of the Terms and Conditions or any other factual changes that affect the content of the Terms and Conditions.

2. Amendments of the Terms and Conditions shall not violate the essence of the concluded agreement for the provision of electronic services and other agreements between the User and Golden Griffin.
3. Golden Griffin shall notify the User about an amendment of the Terms and Conditions no later than 14 days prior to the effective date of the amendment, via notification, once the publication of information about an amendment appears and until the effective date of an amendment. Golden Griffin shall publish the updated content of the Terms and Conditions.
4. An amendment of the Terms and Conditions becomes effective on the date indicated in the notification or announcement, unless the User, within 14 days from receipt of the amended Terms and Conditions, submits a declaration by email ([support@gg3.xyz](mailto:support@gg3.xyz)) that he/she does not consent to the amended Terms and Conditions being applicable to him/her. In this case, the User is obliged to delete the User Account. If the User Account is not deleted or the User continues to use the Platform, it is considered that the User has consented to the new wording of the Terms and Conditions and thereby it is binding for him.