

Sugar Quest - Terms of Use

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Sugar Quest is a Telegram mini game published by The Friendly Company Inc. (“**The Friendly Company**”, “**we**”, “**us**” or “**our**”). Please read these terms (the “**Terms of Use**”) fully and carefully before accessing and/or using Sugar Quest, whether from your computer, a mobile device, our website <https://www.sugarquest.gg/> (“**Website**”) or any other website, device or platform, including the Telegram platform (the “**Mini Game**”). These Terms of Use also apply to any other services that we may provide in relation to the Mini Game, such as customer support, social media, community channels and other websites that we may operate from time to time in connection with the Mini Game (we refer to our Mini Game and such other services collectively as the “**Services**” in these Terms of Use).

If you do not agree to these Terms of Use or any future updated version of them, then you must not access and/or use, and must cease all access and/or use of, any of our Services. If we establish that any future update to these Terms of Use requires any action from you in order to accept the updated Terms of Use, then you may not be able to continue to use the Services until you have taken such action.

By clicking "Accept" on the Mini Game's pop-up screen, installation page, Website, Telegram Channel (or where such button or a similar button is otherwise presented) or downloading, installing, accessing or using the Mini Game or Services, you confirm that you have read and understood these Terms of Use and any other documents referred to herein, including without limitation our Privacy Policy, and that you agree to be bound by these Terms of Use. You also agree to comply with all applicable terms, policies, and guidelines set forth by Telegram, including but not limited to the [Telegram Terms of Service](#) and the [Telegram Terms of Services for Bots](#). Your continued use of the Mini Game constitutes acceptance of these terms, and failure to adhere to them may result in termination of your access to the Mini Game. Additionally, The Friendly Company is not responsible for any data collection, processing, or usage carried out by Telegram or any third parties integrated into Telegram’s platform. Please refer to [Telegram’s Privacy Policy](#) for details on how your data is managed by their services.

FOR RESIDENTS IN THE USA: IMPORTANT NOTICE: THESE TERMS ARE SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED BELOW IN SECTION 13.

PLAYING THE MINI GAME

In the Mini Game, players collect candies, level up buddies, and complete missions to climb the leaderboards, earning seasonal rewards. Collaboration and friendly competition drive engagement. You may also be granted access to certain quests (“**Quests**”) offered by external third parties. These Quests may direct you to external websites, platforms, or services that are not operated or controlled by us. We provide these links solely for your convenience and do not endorse, monitor, or assume any responsibility for the content, security, or practices of these third-party platforms. Your participation in such Quests is entirely at your own risk. We recommend that you review the applicable terms and policies of any third-party service before engaging. We shall not be liable for any harm or damages arising from your interaction with these third-party platforms.

The specific game rules, mechanics, scoring rules, controls and guidelines for the Mini Game and any Quests can be found within the Mini Game itself, as well as on our Website. Such documents form part of these Terms of Use and you agree that you will comply with them.

1. ELIGIBILITY AND ACCOUNT

- A. In order to be eligible to use the Mini Game, you must: (a) have a valid Telegram account ("**Telegram Account**"); (b) be physically located in a jurisdiction in which the Mini Game is permitted and unrestricted by such state or country; and (c) respect these Terms of Use at all times. We reserve the right to terminate or suspend your access to the Mini Game without notice should you be in breach of any of the above conditions. You are solely responsible for all activity that occurs on your Telegram Account (whether authorized or unauthorized), and for keeping your password and account credentials secure and confidential. You are also solely responsible for any use of any payment methods (such as your TON Wallet, for example) initiated or enabled by or through your Telegram Account for the purposes of using the Mini Game and you agree to notify us immediately upon any unauthorized use of your Telegram Account or other breach of security you become aware of.
- B. Various laws and regulations govern digital assets, sweepstakes, contests, and tournaments involving entry fees and/or prizes and may impact your eligibility to use the Mini Game or certain features of the Mini Game or certain Quests ("**Regulations**"). These Regulations are established by individual states, countries, territories, or jurisdictions. As a result, the Mini Game may prohibit your access in any jurisdiction where such activities are not permitted under local Regulations ("**Restricted Jurisdiction**"). If you are located in a Restricted Jurisdiction or the Republic of Panama, you are not permitted to use the Mini Game. You are solely responsible for confirming whether your location is a Restricted Jurisdiction.
- C. In addition to such Regulations, you may be subject to other local, state, national, and international laws, rules, and regulations of the location where you reside or access the Mini Game or Quests from (collectively, "**Applicable Laws**"). It is your sole responsibility to comply with all Applicable Laws. Accessing the Mini Game or Quests may not be lawful for residents or individuals physically located in certain areas. PARTICIPATION IN THE MINI GAME AND QUESTS IS VOID WHERE PROHIBITED OR RESTRICTED BY APPLICABLE LAWS. Your participation is at your own risk, and you agree not to hold us liable if Applicable Laws prevent or restrict your access or participation. WE MAKE NO GUARANTEES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, REGARDING THE LEGALITY OF YOUR PARTICIPATION OR USE OF THE MINI GAME OR QUESTS. NO PERSON AFFILIATED WITH OR CLAIMING AFFILIATION WITH US IS AUTHORIZED TO MAKE SUCH REPRESENTATIONS OR GUARANTEES.

2. FEATURES AND VIRTUAL CONTENT

- A. The Mini Game may enable you to earn, spend, and otherwise use various fungible digital assets in connection with the entertainment features of the Mini Game ("**Digital Assets**"). You may access and use this feature of the Mini Game by linking a Telegram Open Network ("**TON**") digital wallet ("**TON Wallet**"). The Digital Assets of the Mini Game may provide utility within the Mini Game, such as allowing you to unlock greater performance or

participating in special events. To our knowledge, the Digital Assets are neither designed nor expected to increase in value over time. We do not represent that the Digital Assets will have any value outside of the Mini Game. Holding Digital Assets does not grant you any ownership, interest, voting rights, management rights, property interest, or any interest in revenue or profit sharing. To our knowledge, the Digital Assets are not intended to be an offering of securities in any jurisdiction or an investment transaction of any type, and any representations by us are not intended (i) to form the basis of, or to induce, any investment or financing decision with respect to the Digital Assets, (ii) to form the basis of any contract or constitute an offer to sell or a solicitation of an offer to purchase securities or any other product, and (iii) does not constitute and should not be considered as any form of recommendation or opinion or legal, financial, tax, investment or other advice whatsoever. We do not own or have control over your Digital Assets, and we do not take possession of your Digital Assets. We do not have the ability to recover your Digital Assets if you lose your private key, password or other credentials. We are not responsible for any loss of Digital Assets or any other damages, whether direct, indirect, special, incidental, or consequential, even if we have been advised of the possibility of such damages.

- B. The Mini Game may also include virtual, in-game currency, including game coins, game cash, and/or game points (collectively, “**Virtual Currency**”) and/or virtual, in-game digital items, including VIP Passes and other perks (collectively, “**Virtual Goods**”), in each case that may be purchased from us or through other means, including the Telegram App Store. You agree that all sales of Virtual Goods and Virtual Currency are final. No refunds will be accepted or exchanges made for cash, except at our sole and absolute discretion. You agree that all Virtual Goods and Virtual Currency purchased by you may be forfeited if your Telegram Account is terminated or suspended for any reason or if we discontinue providing any or all portions of the Mini Game. We have the absolute right to manage, regulate, control, modify and/or eliminate any Virtual Goods as we see fit in our sole discretion. Prices and availability of Virtual Goods are subject to change without notice. We shall have no liability to you or anyone for the exercise of such rights. You understand that while at times you may “earn” “buy” or “purchase” Virtual Currency or Virtual Goods, you do not in fact own the Virtual Currency or Virtual Goods. **You are purchasing a limited license to use the Mini Game and content that represents Virtual Goods and Virtual Currency.** Neither Virtual Goods nor Virtual Currency have any value outside the Mini Game and do not represent a stored value. Transfers of Virtual Currency and Virtual Goods are strictly prohibited except where explicitly authorized within the Mini Game. Regardless of the terminology used, however, you may not buy or sell any Virtual Currency or Virtual Goods outside the Mini Game or exchange or redeem them for “real world” money, goods or other items of monetary value from us or any other person except where explicitly authorized within the Mini Game. Doing so or any attempt to do so will be a violation of these Terms of Use and may result in a lifetime ban from the Mini Game and possible legal action. The transfer of Virtual Currency and Virtual Goods between accounts is not recognized. You may not purchase, sell, resell, lend, rent, gift, trade or otherwise transfer any Virtual Currency or Virtual Goods to or from another account and any such attempt shall be null and void, except where explicitly authorized within the Mini Game.
- C. Digital Assets, Virtual Goods, and Virtual Currencies are provided solely for the functional use of the Mini Game, and shall only be used for collection, consumption, entertainment, and engagement purposes. Such goods are used to govern and facilitate activities, participation and other interactions within the Mini Game and between users, including to

provide player rewards for engagement, loyalty, and/or achievement, as well as power the Mini Game economy, similar to any other game currencies. The Virtual Currency, Virtual Goods, and Digital Assets that you may earn, sell, collect or purchase in connection with the Mini Game are not intended as financial investments, “securities” or for any speculative purposes. Any economic benefit that may be derived from the appreciation in value of any Virtual Currency, Virtual Goods, or Digital Assets is incidental to its entertainment, functional, and consumptive use or its collectible purpose. Specifically, the Virtual Currency, Virtual Goods, and Digital Assets are not and should not be purchased with an expectation of profit, nor are such goods designed or marketed to create an expectation of profit, and users are not passively waiting for any third party to create such profit. Users of the Mini Game are incentivized to use such goods to actively engage in activities and interactions within the Mini Game and to receive the benefits and other access offered only to users of the Virtual Currency, Virtual Goods, and the Digital Assets, as is applicable. In addition, users and Mini Game transactions, participation, and activity using such goods within the Mini Game economy are what powers the Mini Game and its ecosystem and not solely the efforts of any single party. Purchasing Virtual Currency, Virtual Goods, and the Digital Assets and holding it passively as an “investment” does not fulfill the primary intended purpose of such goods.

3. PRICING, PAYMENT AND TAXES

- A. We or third parties may charge fees for the use of certain features or aspects of the Mini Game, including for accessing certain Quests, acquiring Virtual Currency or Virtual Goods, and Digital Assets (the “Fees”). Such Fees are further described in the Mini Game or the applicable third-parties’ platform, and you agree to pay such Fees. Fees are subject to change, provided that we give you reasonable notice before any changes take effect. You agree that we or our third-party processors may charge Fees to your credit card, TON Wallet or other payment method and that you will pay all applicable Fees assessed to you.
- B. Every time you initiate a transaction, we or our third-party processors may ask you to provide additional information relevant to your transaction, including, but not limited to, your payment method information (such as your TON Wallet address, credit card number and the expiration date of your credit card), and your email address and postal address for billing and notification (“Payment Information”). You represent and warrant that you have the legal right to use all payment method(s) represented by any such Payment Information. When you initiate a transaction, you authorize us to provide your Payment Information to third parties so we can complete your transaction and to charge your payment method for the type of transaction you have selected (plus any applicable taxes and other charges). You may need to provide additional information to verify your identity before completing your transaction. By initiating a transaction, you agree to the pricing, payment and billing policies applicable to such Fees and charges, as posted or otherwise communicated to you. All transaction Fees are non-refundable and non-transferable except as expressly provided in these Terms of Use.
- C. Transactions may also require the payment of “gas fees”, which are fees that fund the network of computers that run the Blockchain network. This means you will be required to pay gas fees for each transaction that you instigate via the Blockchain network. Except as otherwise expressly set forth in these Terms of Use, you will be solely responsible for paying any gas fees for any transaction that you instigate.

- D. We may revise the pricing for Virtual Goods and Virtual Currency at any time. We may also limit the total amount of Virtual Goods or Virtual Currency that may be purchased at any time, and/or limit the total amount of Virtual Goods and Virtual Currency that may be held in your account in the aggregate. You are only allowed to obtain Virtual Goods and Virtual Currency from us or our authorised partners through the Services, and not in any other way. Depending on your device or platform, any Virtual Goods or Virtual Currency purchased may be subject to your device or platform provider's terms of service and user agreement. Usage rights for each purchase may differ from item to item. If you are unsure about usage rights you should check with your platform or our customer support team before making a purchase.
- E. You will be solely responsible for paying any and all sales, use, value-added and other taxes, duties, and assessments (except taxes on our net income) now or hereafter claimed or imposed by any governmental authority (collectively, the “**Taxes**”) associated with your use of the Mini Game. Except for income taxes levied on us, you: (a) will pay or reimburse us for all national, federal, state, local or other taxes and assessments of any jurisdiction, including value-added taxes and taxes as required by international tax treaties, customs or other import or export taxes, and amounts levied in lieu thereof based on charges set, services performed or payments made hereunder, as are now or hereafter may be imposed under the authority of any national, state, local or any other taxing jurisdiction; and (b) will not be entitled to deduct the amount of any such taxes, duties or assessments from payments (including gas fees) made to us pursuant to these Terms of Use.

4. **INTELLECTUAL PROPERTY**

- A. Unless otherwise indicated by us in writing, and for the purpose of these Terms of Use, the term “**Intellectual Property**” includes, without limitation, all game characters (including their names and likeness), items, designs, information, data, text, photographs, videos, audio clips, written posts and comments, software, scripts, graphics (static or motion), animations, sound files (including music and other recordings), audiovisual effects, and any and all interactive features generated, provided, or otherwise made accessible on or through the Mini Game. All such Intellectual Property is our proprietary property or our affiliates or licensors, as applicable. The Sugar Quest logos, products, service names, trademarks, slogans, and service marks (“**Sugar Quest Marks**”) are owned, controlled by, or licensed to us, and are protected by applicable copyright, trademark and other intellectual property laws (including unfair competition laws) in the applicable jurisdictions. Except when expressly permitted in accordance with these terms, the Mini Game, the Intellectual Property and the Sugar Quest Marks may not be copied, reproduced, publicly displayed, translated, transmitted, distributed, sold, licensed, or otherwise used, for any commercial purpose whatsoever. Reference to any of the Intellectual Property or Sugar Quest Marks by third parties does not constitute or imply endorsement, sponsorship, or recommendation by us.
- B. Subject to your compliance with these Terms of Use, we grant to you a personal, revokable, nonexclusive, limited, non-transferable, non-assignable, and non-sublicensable license to access and use the Mini Game, in object code format only, solely for the purpose of using the Mini Game in accordance with these Terms of Use. You acknowledge that you are receiving licensed rights only. You may not directly or indirectly, or authorize any person or

entity to: (i) reverse engineer, decompile, disassemble, re-engineer or otherwise create or attempt to create or permit, allow or assist others to create the source code of the Mini Game or its structural framework; (ii) create derivative works of the Mini Game; (iii) use the Mini Game in whole or in part for any purpose except as expressly provided herein; or (iv) disable or circumvent any access control or related device, process or procedure established with respect to the Mini Game. You acknowledge that you have access to sufficient information such that you do not need to reverse engineer the Mini Game in any way to permit other products or information to interoperate with the Mini Game. You are responsible for all use of the Mini Game that is under your possession or control.

- C. All content added, created, uploaded, submitted, distributed, or posted to the Mini Game by you or other users (collectively “**Content**”), whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such Content. You represent that all Content provided by you is accurate, complete, up-to-date, and in compliance with all Applicable Laws, rules and regulations, including applicable intellectual property laws. You retain ownership of any and all Content created and/or uploaded by you. This means that you are solely responsible for any potential damage or loss that may occur as a result. We reserve the right to delete your Content at any time, and while we aim to provide prior notice where feasible, we strongly recommend you keep your own copies.
- D. To the fullest extent permitted by Applicable Laws, by submitting any Content (including without limitation, images, videos, customer service submissions, idea submissions, suggestions and message postings) you automatically grant us a perpetual, worldwide, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, sub-license, create derivative works from and distribute such Content or incorporate such Content into any form, medium, or technology now known or later developed throughout the universe, and agree that we shall be entitled to unrestricted use of the Content for any purpose whatsoever, commercial or otherwise, without compensation, notice or attribution. You waive and agree not to assert any moral or similar rights you may have in any of your Content. To the extent the Mini Game permits other users to access and use your Content, you also grant all other users of the Mini Game the right to use, copy, modify, display, perform, create derivative works from, and otherwise communicate and distribute your Content on or through the Mini Game without further notice, attribution or compensation to you.
- E. You may submit feedback, including, but not limited to, questions, comments, suggestions, ideas, documents, proposals, or other contents of similar nature regarding the Mini Game (“**Feedback**”). You hereby grant us a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise exploit in any manner (including commercially), any and all such Feedback.

5. COPYRIGHT POLICY

- A. We have adopted the following general policy toward copyright infringement in accordance with the *Digital Millennium Copyright Act*.

- B. If you believe that material or content residing on or accessible through the Mini Game infringes a copyright, please send a notice of copyright infringement containing the following information to the designated agent at info@sugarquest.gg.
- i. Your name, address, telephone number, and email address;
 - ii. A description of the copyrighted work that you claim has been infringed;
 - iii. The exact URL or a description of where the alleged infringing material is located;
 - iv. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
 - v. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and
 - vi. A statement by you, under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

6. ACCEPTABLE USE

- A. You are solely responsible for your use of the Mini Game and must behave lawfully and respectfully, adhering to the following rules of conduct.
- B. The following behaviours are prohibited:
- i. posting or uploading Content that infringes on intellectual property rights, violates laws, or includes harmful code (e.g., viruses, worms);
 - ii. using or uploading Content deemed obscene, lewd, defamatory, violent, abusive, threatening, or otherwise inappropriate, as determined at our sole discretion;
 - iii. impersonation and identity sharing;
 - iv. uploading, sharing, or transmitting copyrighted, trademarked, or proprietary materials without proper authorization;
 - v. automated or programmed methods of participation, fraud, or deceptive practices such as "scamming";
 - vi. submissions using false email addresses or misleading identity information;
 - vii. unauthorized commercial use of information obtained from the Mini Game;
 - viii. using unauthorized or modified software or hardware to gain an advantage (e.g., bots, botnets, or collusion with bots);
 - ix. collaborating with other users to manipulate outcomes or results of the game;
 - x. harassing other users, posting offensive Content, violating these Terms of Use, breaching Telegram Account security, or any other action, whether automated or manual, that unfairly influences outcomes or constitutes fraud;
 - xi. attempting to gain unauthorized access to the Mini Game's systems or any other user's Telegram Account, interfere with procedures or performance of the Mini Game;
 - xii. providing unauthorized means through which others may use the Mini Game such as through server emulators;
 - xiii. engaging in, or assisting others to engage in, conduct that would damage or impair our property including, copying, distributing, transmitting, displaying, performing, framing, linking, hosting, caching, reproducing, publishing, licensing, or creating derivative works from any information, software, products or services obtained from us;

- xiv. taking actions that impose an unreasonable or disproportionately large load on network infrastructure, or that could damage, disable, overburden or impair our Mini Game;
 - xv. interfering with any other party's use and enjoyment of the Mini Game (including cheating);
- C. Users who violate the above rules may face temporary or permanent termination of their access to the Mini Game at our sole discretion.

7. THIRD-PARTY

Solely for functional or entertainment purposes, the Mini Game may permit you to link to or otherwise access other websites, services or resources, such as third-party marketplaces and other websites, services or resources may contain links to or be accessed from the Mini Game, such as our service providers. These other resources are not under our control, and you acknowledge that, to the maximum extent permitted by Applicable Laws, we are not responsible or liable for the content, goods or services available, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link or access does not imply our endorsement or any association between us and their operators. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such website or resource.

8. SUSPENSION; TERMINATION

- A. We reserve the right to suspend, deny, limit or terminate your access to or use of all or any part of the Mini Game or Services, at any time, in our sole and absolute discretion, with or without prior notice or liability, effective immediately upon such determination, for any reason or no reason, including, without limitation, for breach of any representation, warranty, or covenant contained in these Terms of Use or for violation of any Applicable Laws, rule, or regulation. Such termination may result in the forfeiture, loss, deletion and/or destruction of part or all information associated with your use of the Mini Game or Services. To the maximum extent permitted by Applicable Laws, we will have no liability to you for such termination.
- B. All provisions of these Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, Intellectual Property provisions, warranty disclaimers, indemnity and limitations of liability.

9. ASSUMPTION OF RISK

You accept, acknowledge and assume the following risks:

- A. The prices and liquidity of Digital Assets are extremely volatile and subjective and such assets have no inherent or intrinsic value. Fluctuations in the price of Digital Assets could materially and adversely affect the value of your Digital Assets, which may also be subject to significant price volatility. We cannot guarantee that any Digital Assets will retain their original value, as the value of such assets is inherently subjective and factors

occurring outside of our ecosystem may materially impact the value and desirability of any particular Digital Assets.

- B. Digital Assets are recorded and transferable on the supporting Blockchain. Any transfer of Digital Assets occurs within the supporting Blockchain and not on the Mini Game, which is not controlled in any capacity by us. Transactions involving Digital Assets may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. Some transactions involving Digital Assets shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you initiated the transaction.
- C. There are risks associated with using Internet-based Digital Assets, including, but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your TON Wallet. You accept and acknowledge that we will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when initiating transactions or storing your Digital Assets, however caused.
- D. The regulatory regime governing Digital Assets, Blockchain technologies, cryptocurrencies and tokens in general is uncertain, and new regulations or policies may materially adversely affect the development of our ecosystem, and therefore the potential utility or value of your Digital Assets, or the Mini Game.
- E. You are solely responsible for determining what, if any, Taxes and gas fees apply to your transactions through the Mini Game. We are not responsible for determining the Taxes that apply to such transactions.
- F. By accessing and using the Mini Game, you represent that you understand the inherent risks associated with using cryptographic and Blockchain-based systems, and that you have a working knowledge of digital assets. Such systems may have vulnerabilities or other failures, or other abnormal behavior. We are not responsible for any issues with the Blockchains, including forks, technical node issues or any other issues having fund losses as a result. You acknowledge that the cost and speed of transacting with cryptographic and Blockchain-based systems such as TON are variable and may increase at any time. You further acknowledge the risk that your digital assets may lose some or all of their value wherever they are supplied to or from the Mini Game. You further acknowledge that we are not responsible for any of these variables or risks and cannot be held liable for any resulting losses that you experience while accessing the Mini Game. Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing, using, and interacting with the Mini Game.

10. WARRANTY DISCLAIMER

- A. You understand and agree that the submission of any of your Content, including any location information, to us through our Mini Game is done at your own discretion and risk and that you will be solely responsible for any loss or damage to your Content.

- B. We operate and provide the Mini Game from Panama. We make no representation that the Mini Game is appropriate or available in other locations. The information provided on the Mini Game is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to any law or regulation of that jurisdiction or country or which would subject us to any registration requirement within such jurisdiction or country.
- C. You agree that we do not assume any responsibility or liability for the Content provided by, or the conduct of, any user and you bear the entire risk of continuing to use the Mini Game, including your interactions with other users of the Mini Game. In addition, your interactions with third parties from whose websites or platforms may be made available from our Mini Game are solely between you and such third parties. You agree that we will not be responsible for any claim, loss, liability, personal injury (including death), damage, cost or expense, incurred as the result of any such interactions with other users or third parties. If there is a claim or dispute between you and any such users or third parties, we are under no obligation to become involved.
- D. WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKES NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED WALLET ADDRESSES; (II) SERVER FAILURE OR DATA LOSS; (III) BLOCKCHAIN NETWORKS, CRYPTOCURRENCY WALLETS OR CORRUPT FILES; (IV) UNAUTHORIZED ACCESS TO THE MINI GAME; OR (V) ANY THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK.
- E. DIGITAL ASSETS ARE INTANGIBLE. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE APPLICABLE BLOCKCHAIN NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN SUCH BLOCKCHAIN NETWORK. WE DO NOT GUARANTEE THAT WE CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY DIGITAL ASSETS, OR THAT ANY ASSOCIATED PAYMENT WILL BE SUCCESSFUL.
- F. THE MINI GAME, THE VIRTUAL GOODS, VIRTUAL CURRENCY AND DIGITAL ASSETS AND CONTENT ARE PROVIDED "AS IS", "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE, AND OUR DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS AND CUSTOMERS DO NOT WARRANT THAT: (I) THE MINI GAME WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE MINI GAME IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (IV) THE RESULTS OF USING THE MINI GAME WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE MINI GAME IS SOLELY AT

YOUR OWN RISK. WE DO NOT WARRANT THAT YOUR ACTIVITIES OR USE OF THE MINI GAME ARE LAWFUL IN ANY PARTICULAR JURISDICTION AND WE SPECIFICALLY DISCLAIM ALL SUCH WARRANTIES. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU.

11. INDEMNIFICATION

To the fullest extent permitted by Applicable Laws, you agree to defend, indemnify, and hold us, our affiliates, our customers, and each of our and their respective employees, contractors, directors, suppliers, sponsors, business partners, advertisers, and representatives, harmless from and against any and all actual or alleged losses, third-party claims, damages, awards, penalties, liabilities, claims, fees, interest and expenses, including reasonable attorneys' fees, that arise from or relate to your use or misuse of, or access to the Mini Game, Intellectual Property, or otherwise from your Content, violation of these Terms of Use, or infringement by you or any third party using your Telegram Account or identity in the Mini Game, of any intellectual property or other rights of any person or entity. You agree to promptly notify us of any third-party claims and cooperate with us in defending such claims. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

12. LIMITATION OF LIABILITY

YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE, NOR OUR DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE MINI GAME FOR (I) ANY LOST PROFITS (WHETHER INCURRED DIRECTLY OR INDIRECTLY), DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (HOWEVER ARISING, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), (II) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), (III) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY US OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR USE OF THE MINI GAME; OR (IV) ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) OF USD \$500.00. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

13. ARBITRATION CLAUSE & CLASS ACTION WAIVER

- A. YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND US (WHETHER OR NOT SUCH DISPUTE INVOLVES A THIRD PARTY) WITH REGARD TO YOUR RELATIONSHIP WITH US, INCLUDING WITHOUT LIMITATION DISPUTES RELATED TO THESE TERMS OF USE, YOUR USE OF THE MINI GAME, AND/OR RIGHTS OF PRIVACY AND/OR PUBLICITY, WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU AND WE HEREBY EXPRESSLY WAIVE TRIAL BY JURY; PROVIDED, HOWEVER, THAT

TO THE EXTENT THAT YOU HAVE IN ANY MANNER VIOLATED OR THREATENED TO VIOLATE OUR INTELLECTUAL PROPERTY RIGHTS, WE MAY SEEK INJUNCTIVE OR OTHER APPROPRIATE RELIEF. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. NEITHER YOU NOR WE WILL PARTICIPATE IN A CLASS ACTION OR CLASS-WIDE ARBITRATION FOR ANY CLAIMS COVERED BY THESE TERMS OF USE TO ARBITRATE. YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. YOU ALSO AGREE NOT TO PARTICIPATE IN CLAIMS BROUGHT IN A PRIVATE ATTORNEY GENERAL OR REPRESENTATIVE CAPACITY, OR CONSOLIDATED CLAIMS INVOLVING ANOTHER PERSON'S TELEGRAM ACCOUNT, IF WE ARE A PARTY TO THE PROCEEDING. JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING COMPETENT JURISDICTION. ANY PROVISION OF APPLICABLE LAW NOTWITHSTANDING, THE ARBITRATOR WILL NOT HAVE THE AUTHORITY TO AWARD DAMAGES, REMEDIES OR AWARDS THAT CONFLICT WITH THESE TERMS OF USE. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF, RELATED TO OR CONNECTED WITH THE USE OF THE MINI GAME OR THESE TERMS OF USE MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OF ACTION AROSE OR BE FOREVER BANNED.

- B. If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then only the specific provision found to be unenforceable will be null and void, and the remainder of this arbitration section will remain in effect. This arbitration agreement will survive the termination of your relationship with us.

14. GOVERNING LAW AND JURISDICTION

These Terms of Use shall be governed by and construed in accordance with the laws of Panama, without giving effect to any principles of conflicts of law. You agree that any dispute arising from or relating to the subject matter of these Terms of Use shall be governed by the exclusive jurisdiction and venue of the courts in Panama City, Panama.

15. MODIFICATION

We reserve the right, in our sole discretion, to modify or replace any of these Terms of Use, or change, suspend, or discontinue access to the Mini Game (including without limitation, the availability of any feature, database, or content) at any time by posting a notice on the Mini Game or by sending you notice through the Mini Game, via e-mail or by another appropriate means of electronic communication. You agree that we will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Mini Game, or any parts of the foregoing, with or without notice.

16. MISCELLANEOUS

- A. **Entire Agreement and Severability.** These Terms of Use are the entire agreement between you and us with respect to the Mini Game, including use of the Mini Game, and supersede all prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and us with respect to the Mini Game. If any provision of these Terms of Use is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms of Use will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.
- B. **Force Majeure.** We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation.
- C. **Assignment.** These Terms of Use are personal to you and are not assignable, transferable or sublicensable by you except with our prior written consent. We may assign, transfer or delegate any of our rights and obligations hereunder without consent.
- D. **Agency.** No agency, partnership, joint venture, or employment relationship is created as a result of these Terms of Use and neither party has any authority of any kind to bind the other in any respect.
- E. **Notices.** Unless otherwise specified in these Terms of Use, all notices under these Terms of Use will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Electronic notices should be sent to info@sugarquest.gg.
- F. **No Waiver.** Our failure to enforce any part of these Terms of Use shall not constitute a waiver of our right to later enforce that or any other part of these Terms of Use. Waiver of compliance in any particular instance does not mean that we will waive compliance in the future. In order for any waiver of compliance with these Terms of Use to be binding, we must provide you with written notice of such waiver through one of our authorized representatives.
- G. **Headings.** The section and paragraph headings in these Terms of Use are for convenience only and shall not affect their interpretation.

17. CONTACT

- A. You may contact us at info@sugarquest.gg with any questions about these Terms of Use.