

## **TERMS OF SERVICE**

The following Terms of Service (“Terms”, “Terms of Service”, “Higher Order Games”) govern all use of our website, Fungible Tokens, Non-Fungible Tokens (collectively called “asset”) video gaming platform, Reckless game (collectively called as “services”) called Higher Order Games, a project of HIGHER ORDER GAMES SRL a Romanian based company. Our services will be available through our website, as well as game publishing platforms (such as Steam). We will also be offering our services through “Reckless”, the video game developed by our company. Our smart contracts will be running through the Tezos blockchain.

All tokens (including the NFTs) are implemented as smart contracts. In addition, we may utilize other specialized smart contracts as well. Some of the smart contracts which are used (but are not limited to) by our services are smart contracts linking the user’s game account to such user’s wallet, to provide discount and control of minting of NFTs. We also implement a smart contract to manage other smart contracts. Since the blockchain transactions are non-reversible therefore there is no option of any kind to undo, restore or reverse any transactions. These terms are directed towards you (“user”, “buyer”, “collector”, “subscriber”, “you”) and these terms are conditioned on your acceptance along with any other policies and documents available and posted through our website.

### **SECTION 1- DEFINITIONS AND EXPLANATIONS**

On our website the following terms shall have the following meaning:

- a.** “Applicable Data Protection Laws” means all laws and regulations, including the GDPR, CCPA, and other laws and regulations of the United States, European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, applicable to the Processing of Personal Data under the Agreement.
- b.** “Asset” means fungible, non-fungible or any other services available through the Higher Order Games services.
- c.** “Cancellation” means the cancellation of the service between the Higher Order Games and the user.
- d.** “CCPA” is “California Consumer Privacy Act”.
- e.** “Discord” is the official Discord related to our services.
- f.** “Fungible Token” is the digital/cryptocurrency that can be used for purchases on our games, applications and platforms.
- g.** “EULA” means End User License Agreement as stated inside section 2.
- h.** “EEA” means the European Economic Area. Please read our Privacy Policy for more details.
- i.** “FORCE MAJEURE” event means an event that is beyond our control. (sec 10)
- j.** “GDPR” means the privacy data policy statement as described in our Privacy Policy.
- k.** “Payment Methods” mean the methods under which the funds can be deposited on our website.

- l.** “Service” means the service attainable through our website in form of writing, software, video, or any other format.
- m.** “Smart Contracts” are the programs that run on the blockchain after certain conditions are met.
- n.** “User” means anyone who is registered on our website. This includes users, members, clients, customers and visitors.

## **SECTION 2 - END-USER LICENSE AGREEMENT (“EULA”)**

All the terms in our Terms of Service, our Privacy Policy, and any other information provided on and through the Reckless game as well as any other game constitute an agreement between you and our services. For the purpose of our products, digital goods including the Reckless game, this agreement shall be constituted as an End User License Agreement. These terms of this agreement shall apply to you as a user, player, visitor, or anyone who has used or played our video game in any way.

These terms also shall apply to all other content and services and products available at or through our website. All the terms on this website such as “we”, “us”, “our”, and “website” refer to the Higher Order Games and towards the creator and copyright holder of our website. The information is available on this website to you (“user”, “registered member”) through these Terms of Service and conditioned on your acceptance of the terms, the policies, and everything else posted here. By visiting our website, player Reckless and using any of our services, you have engaged in our service, and you are bound by the terms and rules of the website. Read these terms carefully.

## **SECTION 3 - REQUIREMENTS**

### **a. Age Requirement**

You must be at least 13 years old in order to use our services. If you are under, you do not have permission to use our services unless you’ve obtained your parent’s or guardian’s permission.

### **b. Not Barred By Law**

You must otherwise not be barred by law from using a computer, internet, or otherwise our website and video games for whatever reasons. This specifically includes the people who have been convicted by the court of law for the illegal use of computers.

### **c. Personal Information Requirement For Registration**

In order to provide our users, with the best services we may need personal information. This personal information may include your first name and email as well as other information as described in our Privacy Policy. Please know that the information you may provide will only be used for the purpose of providing our services and will not be sold to any third parties.

**d. Automatic Information Collection**

There may be some information that will be collected automatically from the users when they use our website. To know more about it please read our Privacy Policy.

**SECTION 5 - INTELLECTUAL PROPERTY AND GRANT OF RIGHTS OF NON-FUNGIBLE TOKENS**

The source code, video games content, NFTs, virtual merchandise, website logos, words, design, videos, samples, layout, graphics, photos, images, information, materials, documents, data, databases, and all other information and intellectual property accessible on or through our video games and website is Higher Order Games' property and is protected by Romanian and International intellectual property and copyright laws.

If you have downloaded and used our website, services, program, product, or subscription or otherwise entered into a separate agreement with us you will also be subject to the terms of that agreement or those terms of use, which shall prevail in the event of a conflict.

**5.1. Limited License**

As per our EULA and these Terms of Service all users and buyers of our video game(s) and virtual goods are hereby granted a limited license to use the content and services within limits. Users and players of our video games can share, broadcast and live stream for profit through YouTube, Twitch or any other streaming services within the limits of those streaming platforms. Users can also share the game's clips on Instagram, Twitter and other social media platforms. You affirm, confirm and agree that you will not exploit any portion of our services and grant this limited license and you'll not otherwise malign, defame or otherwise use slanderous remarks regarding our game or company.

**5.2. User Feedback And Content**

You hereby grant to Higher Order Games and its respective licensees, employees, affiliates, partners, social media platforms and any other associates a worldwide, perpetual, irrevocable, royalty-free, non-exclusive, transferable, sublicensable right and license to broadcast, publish, distribute and transmit publish, (i) your feedback and (ii) your username (iii) your user content or other information, in any manner to be determined in the Company's sole discretion. It is worth notifying that the Company will have no obligation to credit anyone for any of the usages of the information, feedback or content and that all the material used through our website or any of our games will remain our property.

**5.3. Ownership of NFTs**

The ownership of Reckless NFTs is verified by the Tezos blockchain network. After being verified the ownership of the purchased NFTs cannot be suspended,

confiscated or modified by us and only the actual owner can transfer the ownership of the NFT.

#### **5.4. Grant of License of NFTs**

- a. Subject to your continued compliance with these terms and conditions you are hereby granted a worldwide, limited, royalty-based and revocable (under our website) for the purpose of displaying, using and copying the NFTs. The license is granted for the following purposes.
  - i. The license is for your personal use and can only be used for non-commercial purposes.
  - ii. The owners can display their NFTs on the website, platforms, and marketplace places that can be recognized and verified by our smart contracts.
  - iii. This license is also for any third-party websites and applications that allow NFTs integration to display the NFTs provided that all transactions are verifiable through crypto-based smart contracts.

#### **5.6. Fees and Payment**

All financial transactions are conducted through the Tezos network and since we do not have any control over crypto-based transactions, therefore, all payments, charges, fees, and transactions will be beyond Higher Order Games' control and henceforth we cannot be responsible for any issues arising out of such transactions. It would be your responsibility to perform such transactions and own any associated risks.

The website will only handle financial transactions that are conducted through Tezos if you choose to purchase an NFT through it.

#### **5.7. Additional Fees**

All users, gamers, or NFT holders will also pay a royalty fee if applicable. The calculation of the fee will be varied on the type of transaction. Additionally, there are also going to be additional fees that are charged at the beginning of the transaction. These fees are otherwise called "Gas Fees" and these are required by the blockchain networks to verify the transactions and smart contracts. Please note that the Gas Fee is not controlled or included in the price of NFT.

#### **5.8. Taxes**

All users are responsible for all taxes, duties or government fees related to NFTs by themselves and in no way shall we be responsible for any taxes that may result from selling or buying any NFTs.

### **SECTION 6 - CONDITIONS OF USING OUR WEBSITE AND SERVICES AND GROUNDS OF TERMINATION**

#### **You Must Agree That:**

- a) You must not reproduce, duplicate, copy or resell any part of our video games, software, digital tools, our website or any content offered through or

from our website, save and except to the extent expressly permitted in these Terms of Service or any other Contract/Agreement we may enter.

- b)** You must not, without our prior written consent, access, interfere with, damage or disrupt in any way our video game(s), website, our systems, any of our hardware or equipment, or any networks on which our website is hosted, any tool, game or software that we use to create or modify the website or to make the website available to you, or any hardware, equipment, network, server, software or technology owned or operated by us or any third party.
- c)** You must use our services for lawful purposes only and in accordance with these Terms and Policies.
- d)** You will not conduct any unsolicited or unauthorized advertising or direct or indirect marketing to anyone by any means, or to otherwise spam, communicate with, or market to anyone any goods, services, or business not authorized by us.
- e)** You must not in any way or for any purpose breach these Terms of Service or any of the documents these Terms refer to.

Please note that failure to comply with any of the above rules, terms, and conditions may result in an immediate ban, termination of the account, and subscription and no refunds will be issued.

## **SECTION 7 - THIRD-PARTY INTEGRATION SERVICES DISCLAIMER**

Please note that we do not own or control any third-party services provider. These services providers include Beacon and Tezos blockchain smart contracts verification platforms. By using our website, you hereby agree and understand that your use of any third-party platform is subject to the rules, terms and policies of such other third party's website. In order to know about the rules and policies of third-party services providers, you should make sure to read the policies and rules of those websites. We will not be responsible for the acts or omissions of any third-party services providers. We will also not be held responsible for any loss and/or damage that you may suffer as a result of your transactions with any such third-party services providing platform.

## **SECTION 8 - CONDUCT AND AUTHORITY OF OUR WEBSITE**

Without limiting any of those representations or warranties, the CEO, Admin, or the owner of Higher Order Games has the right to do the following without giving any notice. The owners have the right to refuse or remove any user's account, if it's in their reasonable opinion, violates any of the terms or any policy, or is in any way harmful or objectionable. The owners at their own discretion terminate or deny access to and use of the services to any individual or entity for any reason. Breach of any of the rules described in these terms or any specific agreement on and thorough our website will result in an immediate ban without any warning.

## **SECTION 9 - RISK DISCLAIMER AND NFT DISCLOSURE**

The following are your acceptances and acknowledgments:

- a.** Unless otherwise stated, NFTs must not be considered investments or financial instruments, rather these NFTs are collectible pieces of art created for users who like to collect art. By making any of the NFTs (including Reckless NFTs) available through our website and/or Reckless game we make no warranty or promises regarding the future value of the NFTs.
- b.** Before selling your NFTs make sure to check the prices of the NFTs. All crypto-based investments are highly volatile and by using any of our services you hereby accept all the risks and indemnify Higher Order Games from all legal or financial claims.
- c.** Any delays, issues or problems resulting from Tezos based transactions will be the responsibility of the user since we do not have any control over any transactions.
- d.** There might be regulatory risks involved with all crypto investments. This is beyond our control and the owners of NFTs are responsible for any regulatory checks and the impact of such checks on the value of NFTs.
- e.** Any risks associated with the hardware, software, or equipment malfunctions will be your responsibility.

## **SECTION 10 - LEGAL DISCLAIMER**

Since we only list the NFTs based on Tezos based networks, therefore, the NFTs are being provided “as-is” and “as available” without any sort of guarantees, warranties or sureties. We do not control the Tezos network and do not have any control over it therefore, in no event shall the Higher-Order Games be liable to you for any loss or damage. By making the services available to you we hereby disclaim all warranties, express or implied, including, but not limited to merchantability as well as fitness of particular purpose, warranties of non-infringement, and any available merchandise. Moreover, in no event shall we be liable to you (or your agent or anyone) for any kind of damage or loss including lost profits, loss of data, personal injury, loss of goodwill, property damage, work stoppage, computer, device or technology failure or malfunction, or for any form of direct or indirect damages, and/or any special, incidental, consequential, exemplary or punitive damages based on any causes of action whatsoever related to NFTs, including but not limited to the licensed NFTs, any technology including but is not limited to blockchain and the third party integrated tools. This limitation of liability shall apply during whatever the case may be. Furthermore, you hereby accept all the risks of providing online information and you affirm, confirm and acknowledge that we have no liability to you or your agent for any breach of security. Please note that nothing in these Terms and Conditions (including Legal Disclaimer) confers or takes away any right granted to anyone by any applicable law.

## **SECTION 11 - DISCLAIMER OF WARRANTIES**

The information through our video games and on the website is being provided “as is” and the legal owners of our Company, our owners, staff, and affiliates hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither we nor its suppliers nor licensors make any warranty that the website or our video games will be error-free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, the website at your discretion and risk.

## **SECTION 12 - CONTENT DISCLAIMER**

The video games developed by Higher Order Games may contain violence, mild or strong language, and/or suggestive themes and may not be appropriate for children under 13. Therefore, discretion is advised. Furthermore, our company, website and our admins have no control over the players and how and when they play the game, and under whose supervision they are at any given moment. We rely on the information provided by the users during registration and like any other online platform, the information can be faked. Thereby, we will not be held responsible for any lawsuits, legal proceedings or claims which may result from the content of the games.

## **SECTION 13 - LIMITATION OF LIABILITY**

In no event will the owners, staff, or affiliates be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability, or other legal or equitable theory for anything that a member might do, write or say on the website or the games(s). We are not responsible for third parties that may cause damage to you. Thereby, In no case shall the owners, staff, team members, officers, employees, affiliates, agents, contractors, interns, service providers or licensors of Higher Order Games SRL be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.

We will be not responsible for any disruptions of services that may have been caused by an event that is considered a force majeure event. Such events include

strikes, lockdown, fires, floods, hurricanes or any events that are beyond our control.

#### **SECTION 14 - INDEMNIFICATION**

You agree to indemnify, defend and hold harmless Higher Order Games SRL (website and company), Reckless (game), our CEO, the owner(s), staff, team members, officers, employees, affiliates, agents, contractors, interns, service providers or licensors, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these terms of service or the documents they incorporate by reference or your violation of any law or the rights of a third-party.

#### **SECTION 15 - DISCOUNT DEALS, COUPONS, AND VOUCHERS FOR CUSTOMERS**

We may offer to the users and players of our video games and general users of our website, promotions, offers, vouchers, discount codes, or coupons through our website, e-mail and/or video games. These are codes that you may input on our website to qualify for certain promotions, discount offers, or gifts. Vouchers and discount deals are subject to the following terms and any terms notified to you at the time of issuing any gift vouchers, coupons or discount codes:

- a)** a gift voucher, discount code or coupon is redeemed by entering its code at the appropriate point in the purchase process on our website.
- b)** we have the right to withdraw or cancel any discount code, promotion, deal, or voucher at any time
- c)** The discounted codes and gift vouchers cannot be exchanged for cash.

#### **SECTION 16 - CHANGES**

We and our company reserve the right, at our sole discretion, to modify or replace any part of our older content. We are not obliged to notify. By using our services and becoming a member of our website you hereby acknowledge that you are in agreement with our policy of modification, amendment or changes.

#### **SECTION 17 - ENTIRE DOCUMENT**

These Terms of Service, and any documents referred to herein, set out the terms on which you are permitted to use our website and services. By using our website, our games and our services, you agree to be bound by, and to comply with, these Terms.



## **SECTION 18 - CONTACT**

If you have any comments, questions, feedback, or suggestions you can do so by contacting us at [reckless@higher-order-games.net](mailto:reckless@higher-order-games.net).