

END-USER LICENSE AGREEMENT (EULA) FOR HANTO

IMPORTANT - READ CAREFULLY BEFORE INSTALLING, ACCESSING, OR USING HANTO.

This End-User License Agreement (this "**Agreement**") is a legal agreement between you ("**User**" or "**you**") and hanto.app ("**Hanto**," "**we**," "**us**," or "**our**"), regarding the Hanto augmented reality mobile game (the "**Game**").

BY INSTALLING, ACCESSING, OR USING THE GAME, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO¹ THESE TERMS, DO NOT INSTALL, ACCESS, OR USE THE² GAME.

1. License Grant

Subject to your compliance with the terms and conditions of this Agreement, Hanto grants you a limited, non-exclusive, non-transferable, revocable license to install and use one copy of the Game on a compatible mobile device owned or controlled by you, solely for your personal, non-commercial entertainment purposes.

2. Game Description

Hanto is an augmented reality mobile game that encourages players to explore their surroundings and participate in a virtual economy. Players can:

- Hunt for digital NFT cards in the real world using augmented reality technology.
- Complete various in-game challenges and tasks.
- Earn in-game cryptocurrency tokens called \$HANTO ("**\$HANTO Tokens**").

3. Intellectual Property Rights

The Game, including but not limited to its graphics, user interface, audio, video, text, software, designs, NFT cards (excluding those owned by Users, to the extent ownership is validly transferred), \$HANTO Tokens (as a feature of the Game), and all other content and intellectual property therein (collectively, the "**Game Content**"), are owned by or licensed to Hanto and are protected by applicable copyright, trademark, and other intellectual property laws. Your license to use the Game does not grant you any ownership rights in the Game Content, except as explicitly stated regarding User-owned NFT cards.

4. User Accounts

- You may be required to create an account to access and use certain features of the Game. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur³ under your account.
- You agree to provide accurate, current, and complete information during the registration process and to update⁴ such information to keep it accurate, current, and complete.
- We reserve the right to suspend or terminate your account⁵ if we believe that you have violated this Agreement or engaged in any fraudulent, illegal, or unauthorized activity.

5. NFT Cards and \$HANTO Tokens

- **NFT Cards:** The Game allows you to hunt for and potentially acquire non-fungible tokens ("**NFT Cards**"). Your ownership of NFT Cards, and the terms of that ownership (including transfer), will be governed by the terms and conditions associated with the specific blockchain and marketplace where these NFTs are managed, and any terms specified by Hanto. Hanto does not guarantee the value or transferability of any NFT Cards.
- **\$HANTO Tokens:** \$HANTO Tokens are an in-game digital currency that can be earned through gameplay. The utility and potential value of \$HANTO Tokens are determined solely by Hanto and may be subject to change or termination at our sole discretion. \$HANTO Tokens have no inherent monetary value outside of the Game unless explicitly stated otherwise by Hanto.
- You acknowledge and agree that:
 - The acquisition, use, and potential exchange of NFT Cards and \$HANTO Tokens may involve financial risk, and you are solely responsible for any such risks.
 - Hanto makes no warranties or guarantees regarding the value, liquidity, or market for NFT Cards or \$HANTO Tokens.
 - You are responsible for complying with all applicable laws and regulations related to your use of NFT Cards and \$HANTO Tokens, including any tax obligations.

6. User Conduct

You agree not to:

- Use the Game for any illegal or unauthorized purpose.
- Engage in any conduct that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of the Game or related services.
- Attempt to gain unauthorized access to the Game, user accounts, or computer

systems or networks connected to the Game.

- Modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Game, except as expressly permitted by applicable law.
- Use any bots, cheats, hacks, scripts, or other unauthorized software to modify or interfere with the Game.
- Exploit any bugs or vulnerabilities in the Game for unfair advantage.
- Impersonate any other person or entity or falsely state or otherwise misrepresent your affiliation with any person or entity.⁶
- Collect or harvest any personally identifiable information from⁷ other users of the Game without their consent.
- Engage in any form of harassment, bullying, or offensive conduct towards other users.
- Violate any applicable laws or regulations.
- Use the Game in any way that violates the terms of service of any third-party platform or service that you use in connection with the Game.

7. Disclaimer of Warranties

THE GAME IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.⁸ HANTO DOES NOT WARRANT THAT THE GAME WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. HANTO DOES NOT WARRANT THAT THE GAME WILL FUNCTION ON ALL MOBILE DEVICES OR OPERATING SYSTEMS. YOU ACKNOWLEDGE THAT YOUR USE OF THE GAME IS AT YOUR SOLE RISK.

8. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HANTO, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES⁹ (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES) ARISING OUT OF OR RELATING TO YOUR USE OF OR INABILITY TO USE THE¹⁰ GAME, EVEN IF HANTO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL HANTO'S TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE GAME EXCEED THE AMOUNT YOU PAID (IF ANY) TO HANTO FOR THE GAME IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE

EVENT GIVING RISE TO THE CLAIM. THE LIMITATIONS IN THIS SECTION SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OF¹¹ THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

9. Indemnification

You agree to indemnify, defend, and hold harmless¹² Hanto, its affiliates, officers, directors, employees, agents, and licensors from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys'¹³ fees) arising out of or relating to your breach of this Agreement, your use¹⁴ or misuse of the Game, your violation of any rights of a third party, or your violation of any applicable law or regulation.

10. Termination

This Agreement is effective until terminated by either you or Hanto. You may terminate this Agreement by deleting the Game from your mobile device. Hanto may terminate this Agreement at any time, for any reason or no reason, with or without notice to you. Upon termination, your license to use the Game will immediately cease, and you must cease all use of the Game and delete it from your mobile device. Sections 3, 5, 7, 8, 9, 10, 11, and 12 shall survive any termination of this Agreement.

11. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the¹⁵ laws of New South Wales, Australia, without regard to its conflict of law¹⁶ principles. Any dispute arising out of or relating to this Agreement or the Game shall be exclusively resolved in the courts located in Sydney, New South Wales, Australia, and you hereby consent to the jurisdiction of such courts. Any legal action must be commenced within one (1) year after the claim or cause of action arises.

12. Miscellaneous

- **Entire Agreement:** This Agreement constitutes the entire agreement between you and Hanto with respect to the Game and supersedes all prior or contemporaneous communications and proposals, whether oral or written.¹⁷
- **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck¹⁸ and the remaining provisions shall remain in full force and effect.¹⁹
- **Waiver:** No waiver by Hanto of any breach or default under this Agreement shall

be deemed to be a waiver of any preceding or subsequent breach or default.

- **Assignment:**²⁰ You may not assign or transfer your rights or obligations under this Agreement without the prior written consent²¹ of Hanto. Hanto may assign or transfer its rights and obligations under this Agreement without your consent.
- **Updates:** Hanto reserves the right to update or modify this Agreement at any time. We will provide notice of any material changes, and your continued use of the Game after such changes have been made will constitute your acceptance of the revised Agreement. You are responsible for periodically reviewing the most current version of this Agreement.
- **Force Majeure:** Hanto will not be liable for any failure to perform any obligation under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God,²² war, strikes, or other events of force majeure.

BY INSTALLING, ACCESSING, OR USING THE GAME, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

Contact²³ Information:

Hanto.app
info@hanto.app