# **TERMS & CONDITIONS**

Last updated: May 11th, 2020

### 1. Organizer

NOD Games ("Organizer" hereafter) is a blockchain game developer which is making the Land portal website and Land NFTs available to you.

#### 2. Land

The land is a foundational building block of the League of Kingdoms universe.

You may purchase Lands within The League of Kingdoms continent. Within your Land, you may develop kingdoms, resources, and socialize with other gamers. Each land is a non-fungible token (an "NFT") on the blockchain.

#### 3. Land Portal

Land Portal is a website dedicated to the sale and management of land NFTs. You may use the Land portal website to purchase lands, manage, and/or display details about your land assets.

### 4. Purpose

The Website exclusively sells 'Lands', foundational digital assets used in the League of Kingdoms game platform. The organizer reserves the right to modify or discontinue any product offered for sale on the Website at any time without notice.

#### 5. Order information

You may access your order detail in the "My Lands" section. The information contained in the order will be kept in and belongs to the Ethereum blockchain network.

### 6. Appearance

The main characteristics of the products are shown on the Map page on the Land Portal. The images and colors of the Lands displayed on the Land Portal are shown for information purposes only and may not correspond exactly to the actual appearance, size, and color of the estate, due to among other things the settings of your Internet browser or monitor used.

### 7. Fees payable

Each sales transaction that occurs in the Land Portal may be subject to a fee payable by the purchaser to Organizer. Such fee will be automatically applied as part of the sales transaction.

#### 8. Non-Refundable

Buyers understand that once the purchase price has been delivered and the non-fungible token issued, there is no rescission of this agreement and no refund will be made.

#### 9. Transactions

If you elect to purchase Assets on the Land Portal, any financial transactions that you engage in will be conducted solely through the Ethereum network via Ethereum-compatible wallets and browsers.

The organizer has no insight into or control over these payments or transactions, nor do we have the ability to reverse any transactions. With that in mind, the organizer will have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions that you engage in on the Land portal.

### 10. Presale period

The pre-sale period is based on UTC 00:00. The organizer reserves the right to revise the pre-sale event period at any time without prior notification. All purchases received outside of the sales period will be disqualified.

### 11. Privacy Policy

Users are requested to read and understand the Privacy Policy which may cover additional subject areas of collection and usage of their data. User's entry to the pre-registration event constitutes the user's agreement to this <a href="Privacy Policy">Privacy Policy</a> and any future revisions.

## 12. Limited Liability

The organizer shall not be liable for any direct, indirect, special, incidental or consequential loss of any kind (including, but not limited to, loss of revenue, income, business or profits, loss of contract or depletion of goodwill, loss of anticipated savings, loss of use or data, or damages for business interruption or any like loss) arising out of or in any way related to the event, regardless of the cause of action, whether based in contract, tort (including negligence), breach of statutory duty, restitution or any other legal or equitable basis.

#### 13. Reward Provision

The organizer may, at its sole discretion, grant rewards in the form of, including but not limited to Ethereum, other digital currencies, and/or in-game assets to LAND owners. We reserve all rights to cancel the rewards and/or moderate, modify the type and quantity of the rewards subject to regulatory developments in relevant jurisdictions.

Rewards in the form of ETH or DAI are granted if and only if the owners have made just and equitable contributions to facilitate the development of the Lands that they own.

#### 14. Reward Decisions

The eligibility of a user to receive the rewards, and the actual time of delivery of the rewards to any particular user may be canceled and/or modified by the organizer at its sole discretion at any time without notice. Fulfillment and compliance with the Agreements and Terms do not guarantee a receipt of rewards.

### 15. Technology

You must provide all equipment and software necessary to connect to the land portal, including but not limited to, an electronic device and/or mobile device that is suitable to connect with and use the portal. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the land portal.

### 16. Changes

These terms may be revised periodically and this will be reflected by the "Last Updated" date above. Please revisit this page to stay aware of any changes. Your

continued use of the Apps constitutes your agreement to this term and any future revisions.

If you wish to inquire about any of these terms, please write to us at the following address: <a href="mailto:info@nodgames.com">info@nodgames.com</a>