

# Terms of Use

**Effective date:** 01/01/2020

## 1. Introduction

These Terms of Use (“Terms of Use”) are a legal agreement between you and Sapphire Studios LLC, (hereafter referred to as “Sapphire Studios”, “we” or “us” as the context may require) for the use of this website - <http://www.sapphirerdc.com>, operated by Sapphire Studios (the “Website”), and our game - Gold inc (hereafter “Gold inc”, “game”), (hereafter collectively the “Services”).

These Terms of Use set out important information regarding your rights and obligations in connection with the Services. Please read them carefully. In particular, we draw your attention to the limitations of liability.

By downloading, installing or using the Gold inc or accessing the Website, you agree to these Terms of Use which shall bind you. If you do not agree with these Terms of Use, do not download, install or use the Gold inc or use the Website.

Sapphire Studios permits you to use the Website solely in accordance with these Terms of Use. The use of Gold ins is additionally subject to regulation by our End User License Agreement (the “EULA”) which is an integral part of these Terms of Use. Sapphire Studios retains ownership of Gold inc and the Website at all times.

These Terms of Use apply to the use of any updates or changes that we may issue from time to time.

## 2. Permitted use of the Website

Sapphire Studios grants you a non-exclusive, non-transferable, revocable licence to do the following in accordance with these Terms of Use (the “Licences”): (i) download, install and use the Gold inc strictly according to its EULA; (ii) download and install any updates to Gold inc provided by Sapphire Studios from time to time, for your personal use by you; and (ii) access and browse the Website for your personal use only.

Sapphire Studios may terminate the Licences granted under these Terms of Use at any time in its absolute discretion with or without notice to you. If you breach any provision of these Terms of Use or EULA such Licences shall automatically terminate. When any of the Licences are terminated, you agree to immediately cease using and accessing the Website and Gold inc and to delete any copies of the Gold inc held by you.

## 3. User age restrictions

Gold inc and the Website are not intended for use by children under the age of 13. If you are under the age of 13 you must not use the Gold inc and Website. If we discover

that any such use is taking place we will immediately terminate any relevant user account(s) facilitating such use. If you are under 18 years of age, please ask your parent or guardian to review and approve these Terms of Use on your behalf. If you are under the aforesaid age, you must not use or access Gold inc without a parent or legal guardian supervising you.

By using the Services, you represent and guarantee that (a) all the information you provide is accurate and truthful; (b) you will maintain the accuracy of such information; (c) your use of the Services does not violate any other laws or regulations.

#### **4. Intellectual property**

The Services and its features, functionality, and original content are and will remain the exclusive property of Sapphire Studios and its licensors. Our Services, trademark, and copyrights are protected by laws on the intellectual property of the United States, and foreign countries. We do not allow and strictly prohibit any usage of our trademarks and trade dress in connection with any product or service without our prior written consent. Save as expressly set out in these Terms of Use, you shall not obtain (i) any rights in or to our intellectual property rights or those of our affiliates, or (ii) any intellectual property rights and other rights in or to Gold inc or Website or any contents of either. "GoldBar" is the trading name of Sapphire Studios and we hold registered and unregistered trade mark rights in respect of this name.

Gold inc and Website are licensed and not sold under these Terms of Use. The only rights granted to you in relation to Gold inc and Websites under these Terms of Use are the Licenses described in these Terms of Use and no transfer of ownership or right to access or use any source code related to Gold inc or Website is granted by us.

We welcome any feedback or suggestions for improvements relating to GoLd inc, the Website and/or any related products and services offered by us from time to time ("Feedback"). Where you provide Feedback to us you agree that we and our affiliates shall have a royalty free right to use such Feedback for such purposes as we see fit from time to time, including, without limitation, to create new, or enhance existing products or services offered by us, and for consumer communication or product promotion, and we shall not be required to compensate you financially for any such Feedback provided, regardless of how we or our affiliates use this.

Save as expressly permitted by us in these Terms of Use, you must not use the content in Gold inc or on the Website for any commercial purpose without obtaining written permission from us to do so first.

#### **5. User Account**

In order to use Gold inc, you must create a user account ("Account"). You are responsible for all uses of your Account whether by you or a third party. You should ensure that you use your personal email address for verification of your account and a

strong password for your Account and that the details of your password are kept confidential and secure at all times. To the maximum extent permitted by applicable law, we shall not be liable to you for any unauthorised use of your Account resulting from your failure to maintain restricted confidentiality or security of your user details or failure to use a strong password. Access to your Account can become restricted or outright impossible in case of a loss of your control over the mobile number to which your account is registered.

Your Account logs details of all GoldBar generated by you and any transfers of GoldBar from your Account. Please review your Account regularly. If you identify any erroneous transaction or unexpected activity on your Account, or you believe that the security of your Account has been compromised, you must let us know as soon as possible.

## **6. GoldBar**

GoldBar is a unit of a pre-mined cryptocurrency built as a multichain asset. When playing in Gold inc, you are mining gold - game internal currency. When you mine a required amount of gold, as a reward for playing Gold inc, you will be able to exchange your in-game gold to GoldBar and request a withdrawal of Gold Bar to your Wallet. Players will be able to hold their GoldBar in this wallet to safely secure their currency.

GoldBar will be backed by 100% of the profits of Sapphire Studios generated from Gold inc, ads incorporated into Gold inc and in-game purchases, made by players. These amounts of profits will go directly to buying gold which is placed into a Gold Trust to back GoldBar. The percentage of Sapphire Studios profit allocated to buy-out in-game gold is subject to change depending on demand. The conversion rate of in-game gold to GoldBar will also change depending on demand.

The only way players can get GoldBar is by mining Gold inc in-game gold, and converting it to GoldBar, or by one of our airdrop campaigns by completing tasks. We reserve the right to destroy in-game gold that we have reason to believe have been created by abusing any in-game bugs and to suspend or disable Accounts used in contravention of these Terms of Use. Where a player utilized any bugs of Gold inc to obtain in-game gold we will be entitled to deduct the applicable number of in-game gold from such an Account.

We may cap the maximum amount of in-game gold that users of Gold inc may generate each day using Gold inc. The applicable cap may vary depending upon any criteria that we chose to apply and we may alter such caps from time to time.

## **7. Eligibility to get your GoldBar reward**

You will not have ownership of GoldBAR until the withdrawal transaction is completed and GoldBar hits your external Apollo Wallet.

Your request to convert in-game gold into GoldBar can be processed by us within 21 days.

In order to be eligible to exchange a set-out amount of in-game gold to GoldBar, you must have an Apollo Wallet and be a resident of supported countries. If you do not have the Apollo Wallet Account, you can register by following the instructions on their website.

In certain circumstances, we may ask certain questions or request additional information from you in order to check/verify your identity before completing your GoldBar withdrawal request so that we can continue to meet our legal obligations.

## **8. In-game purchases of Virtual Items**

Virtual Items can be 'purchased' in our game. Sapphire Studios makes available the following Virtual Items: 'virtual goods' being virtual 'assets' which can be used by you within a game to enhance your playing experience and which might include access to the use of a specific tool or equipment, enhancement of your game status.

PLEASE NOTE THAT VIRTUAL ITEMS OFFERED FOR PURCHASE DO NOT GIVE YOU HIGHER CHANCES OF FINDING IN-GAME GOLD WITHIN GOLD INC OR ANY OTHER BENEFITS OF SUCH KIND.

Sapphire Studios offers you the opportunity to purchase for 'real' money or for in-game gold a license to use Virtual Items within the Gold inc.

Price and availability of Virtual Items are subject to change without notice.

Sapphire Studios may manage, regulate, control, modify or eliminate Virtual Items at any time, with or without notice. Sapphire Studios may also revise the pricing for the Virtual Items at any time. Sapphire Studios shall have no liability to you or any third party in the event that Sapphire Studios exercises any such rights.

If you purchase Virtual Items your use of them is subject to the following license together with any specific terms:

- a) Virtual Items are not redeemable or refundable. Once you have purchased Virtual Items you will not get the 'real' money you paid back as Virtual Items have no monetary value. Any virtual currency balance shown in game Account or wallet does not constitute a real-world balance or reflect any stored value, but measures the extent of your limited license to use Virtual Items within the game;
- b) Virtual Items are personal to you and non-transferable i.e. only you can use Virtual Items and you cannot permit anyone else to use them in any way. You cannot trade them in any way whether by selling them for real money to other players, exchanging them for other items or dealing or disposing of them in any other way;
- c) in order to avoid retaining data that is no longer needed and to be able to improve our game, your license to use Virtual Items may expire if your account is inactive; and
- d) Sapphire Studios may, from time to time, decide or be required to stop providing a Game and/or any part of it (including Virtual Items). If such event occurs Sapphire

Studios shall provide you with as much advance notice as is commercially possible in the circumstances informing you that it will no longer be able to provide the game and/or any part of it (including Virtual Items) and provide you with a time period during which you can use any remaining Virtual Items before the game or that part of it ceases to be available. In certain circumstances (for example for legal or regulatory reasons) Sapphire Studios may have to stop providing the game or part of a game (including Virtual Items) with no advance notice and, in such circumstances, Sapphire Studios shall be under no obligation to provide you with a refund for any remaining Virtual Items.

PLEASE NOTE THAT YOU MAY NOT SUBLICENSE, TRADE, SELL OR ATTEMPT TO SELL IN-GAME VIRTUAL ITEMS FOR REAL MONEY, OR EXCHANGE VIRTUAL ITEMS FOR VALUE OF ANY KIND OUTSIDE OF A GAME. ANY SUCH TRANSFER OR ATTEMPTED TRANSFER IS PROHIBITED AND VOID, AND WILL SUBJECT YOUR ACCOUNT TO TERMINATION.

Sapphire Studios uses its reasonable endeavors to ensure that errors and mistakes do not occur in the games in relation to pricing and your purchase and use of the game or Virtual Items. However:

- Sapphire Studios reserves the right to void any such obvious error or mistake however it arises or results including, for example, errors or mistakes due to human error or technical fault resulting in, for example, the cost of a virtual good being mispriced giving you an opportunity to profiteer from such mispricing. You hereby forfeit any Virtual Items you obtain as a result of such an error or mistake; and
- if the price or specification for any Virtual Item published within a game is materially incorrect when you place an order for that Virtual Item and you contact Sapphire Studios to inform it of this incorrect information, we will: (i) provide you with the correct Price or specification; and (ii) ask you to confirm whether you would like to purchase the applicable Virtual Item at the correct Price or specification. If applicable, Sapphire Studios will also state the period for which the offer or Price remains valid. If you choose not to complete your purchase at the corrected Price or product specification, Sapphire Studios will provide you with a full refund for any amounts already paid by you; and Sapphire Studios reserves the right to edit Virtual Items at any time for any reason, including, for example, to correct inaccuracies or to update or modify the features, characteristics, colors or other aspects of such Virtual Items.

In the event of any loss or damage to content or your equipment (including data), your sole remedy shall be for Sapphire Studios to use its reasonable endeavors to restore the lost or damaged data or content from the latest back-up maintained by Sapphire Studios.

ANY ISSUES CAUSED BY ERRORS, BUGS OR LOSSED OF DATA WILL RESULT IN THE RESTITUTION OF GAME VIRTUAL ITEMS AND IN-GAME CREDIT, BUT YOU ARE NOT ENTITLED TO ANY GOLD COMPENSATION FOR DOWNTIME DURING PERIODS THE GAME IS NOT AVAILABLE.

You acknowledge and agree that Sapphire Studios shall have no liability for loss of Virtual Items due to any unauthorized third party activity, such as hacking, phishing, password mining, social engineering, and/or any other unauthorized third party activity.

## **9. Acceptable use**

You agree that you shall not:

- copy, adapt, transmit, reverse engineer, decompile, disassemble, modify, sell the Gold inc or the Website or any content accessible on either, save as otherwise expressly permitted by these Terms of Use or applicable law;
- use Gold inc or the Website in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms of Use, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into Gold inc or Website;
- reproduce, frame, display or mirror Gold inc or the Website other than as a necessary consequence of their normal operation by you;
- infringe our intellectual property rights or those of any third party in relation to your use of Gold inc or the Website;
- transmit any material that is defamatory, explicit, offensive or otherwise objectionable on Gold inc or the Website;
- use the Gold inc or the Website in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
- employ any technology that interferes in any way with the proper operation of Gold inc or the Website, including by blocking any advertising or promotions displayed thereon; or
- collect or harvest any information or data from Gold inc or the Website for any commercial purpose, save as otherwise agreed in writing by us;
- use any robot, spider, or other automatic device, process, or means to access Services for any purpose, including monitoring or copying any of the material on Services;
- use any manual process to monitor or copy any of the material on Services or for any other unauthorized purpose without our prior written consent;
- use any device, software, or routine that interferes with the proper working of Service;
- introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful;
- attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of Services, the server on which Services is stored, or any server, computer, or database connected to Services;
- attack Services via a denial-of-service attack or a distributed denial-of-service attack;
- otherwise attempt to interfere with the proper working of Services.

If we discover any breach of these obligations by you, we may immediately suspend or terminate your access to Gold inc.

## **10. Changes and updates to Gold inc and the Website**

Sapphire Studios reserves the right at any time, without liability of any kind, in its absolute discretion (i) to change, suspend, restrict or disable your access to Gold inc and/or the Website, and/or (ii) alter the functionality or contents of Gold inc and/or the Website with or without notice to you.

We may issue updates to Gold inc from time to time. Depending upon the nature of the update, you may not be able to continue to use Gold inc until you have downloaded the latest version of Gold inc.

## **11. No warranty**

Gold inc and the Website are provided “as is” and “as available” without any representation, warranty or undertaking of any kind as to the availability, performance, accuracy, or completeness of Gold inc, the Website or the contents of any of them. Sapphire Studios does not warrant or undertake that use and availability of Gold inc and the Website will be uninterrupted or error-free.

TO THE MAXIMUM EXTENT POSSIBLE UNDER APPLICABLE LAW NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE IN RELATION TO GOLD INC OR THE WEBSITE. IF THIS EXCLUSION DOES NOT APPLY UNDER APPLICABLE LAW THE LIABILITY OF SAPPHIRE STUDIOS IN RELATION TO ANY SUCH WARRANTY SHALL IN SUCH CASE BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

## **12. Third Party Content**

For purposes of generating profits and backing GoldBar, Sapphire Studios may include in Gold inc or the Website advertisements and links to other sites on the internet that are owned or operated by third parties (“Third Party Websites”). You also agree that Sapphire Studios has no control over products and services advertised, as well as the content of Third Party Websites and does not have any responsibility for any material available on such Third-Party Websites nor for any use of or reliance on the contents of such Third Party Websites by you.

Gold inc and the Website may include content submitted by other users of Gold inc and the Website (“Third Party Content”). You acknowledge that any use of or reliance on such content by you is entirely at your own risk and we are not responsible for such Third Party Content.

The fact that we may link to a Third Party Website, or display Third Party Content, does not imply that we endorse the site or the products or services on such Third Party

Website or that we have reviewed, approved, or verified the Third Party Content, products or services.

### **13. Terms of Use changes**

We may change or update these Terms of Use from time to time. If we decide to do this we will post such changes or updates on the Website and on Gold inc, so that you are always aware of the terms and conditions for the use of Gold inc and the Website. If we make a significant change to these Terms of Use, we may elect to inform registered users by email, however we do not undertake to do so. Therefore you undertake to review these Terms of Use on Gold inc or the Website from time to time to keep informed of any such updates and changes. Upon any such change or update to the Terms of Use, by continuing to use Gold inc or the Website you agree to be bound by such change or update.

From time to time we may make available additional terms or guidance in relation to the usage of GoldBar or the Website, and where we do this, you agree to comply with such additional terms or guidance that we make available by continuing to use Gold inc or the Website.

### **14. Limitation of liability**

You acknowledge that Gold inc has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of Gold inc meet your requirements. To the maximum extent permitted under applicable law we have no liability whether in contract, tort (including negligence) or otherwise for any (i) loss of profit, loss of business, business interruption, or loss of business opportunity, arising out of or in connection with Gold inc, the Website and/or this Agreement, or (ii) loss, damage or other liability arising out of the unavailability or malfunctioning of, or other deprivation of access to, Gold inc or the Website or any inaccurate or incomplete content on either, or (iii) any loss, damage or other liability arising as a result of any GoldBar transaction.

### **15. Indemnification**

You agree to indemnify, defend and hold harmless Sapphire Studios, its affiliates and its licensee and licensors (including their employees, contractors, agents, officers and directors) from and against any and all claims, obligations, damages, liabilities, losses, debt or costs, and expenses (including but not limited to reasonable legal fees), resulting from or arising out of a) your use of Gold inc and the Website, b) any unauthorised use of your account or password, or c) any other breach of these Terms of Use.

### **16. Termination**



Any breach of these Terms of Use by you may result in immediate suspension or termination of your Account, without any prior notice or liability.

If your Account is terminated, your ability to use Gold inc and the Website will cease. In case you wish to terminate your Account, you may simply discontinue using Gold inc and the Website.

All decisions regarding the termination of your account shall be made at the sole discretion of Sapphire Studios. Even after Services are terminated, these Terms of Use will remain in effect. All terms that by their nature may survive termination of this agreement shall be deemed to survive such termination. We reserve the right to refuse Services to anyone for any reason at any time.

### **17. Assignability**

This agreement cannot be changed, assigned, transferred by you, but can be transferred by us without limitations. Any transfer in violation of the above provisions must be declared invalid and is the basis for the immediate termination of your account.

### **18. Force majeure circumstances**

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms of Use that is caused by any act or event beyond our reasonable control

### **19. No waiver**

If we fail to insist that you perform any of your obligations under these Terms of Use, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

### **20. Severability**

Each of the provisions of these Terms of Use operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

### **21. Governing law**

These Terms of Use and their subject matter and formation, are governed by law of Missouri. You and we both agree that the courts of Missouri will have non-exclusive jurisdiction to resolve any disputes under or in connection with these Terms of Use.

## **22. Settlement of disputes**

Each party will notify the other party in writing of any dispute within 30 days of the date it arises, so that the parties can attempt in good faith to resolve the dispute informally. Notice to us shall be sent by email. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the dispute, and (iii) the specific relief that you are seeking. If you and we cannot agree how to resolve the dispute within 30 days after the date notice is received by the applicable party, then either you or we may, as appropriate and in accordance with this section, commence a court proceeding.

## **23. Compliance with local laws**

We do not give any guarantees that Gold inc or the Website are suitable and accessible for use in all areas. Those who use Gold inc or the Website from countries that prohibit such usage, do it on their own and are responsible for compliance with local laws.

## **24. Language and communications**

Services are provided in English and its translations into other languages may contain inaccuracies, for which we do not bear any responsibility. We suggest using the English version and using other languages at your own peril and risk. You also agree that all communications are conducted with us in English. You agree to receive communications from us electronically. Electronic notifications will be sent to your e-mail address that you used for registration purposes. All communications in electronic form will be considered "in writing" and are considered to be received on the day of mailing. We reserve the right, but not the obligation to provide communication in paper format.

## **25. Refund Policy**

Refunds for accidental purchase can be requested within 48 hours of the accidental purchase by contacting [Support@sapphirerdc.com](mailto:Support@sapphirerdc.com). Sapphire Studios can not do cash refunds and only can offer game credit, or restitution with in-game items due to the nature of Gold Inc and its gameplay environment.

We invite you to read the conditions explained in more detail below, in order to see the condition that applies to your situation, while following the correct procedure. After 48-hours period, we cannot offer you a refund. To be eligible for a refund all Virtual Items must be unused.

Refunds (if applicable)

For the refund process to take place you need to provide us with the following information:

- a. The e-mail address linked to your account in the application
- b. The e-mail associated with the purchasing account
- c. What you purchased and how much you paid

d. Reason for refund

Please provide the information above only if it is applicable with the refund reason.

Refunds on payments that did not go through

If a purchase was made and it was either declined or canceled, the payment will be invalid, and there will be no need for a refund, as the payment will not go through and will be back in your bank account, between three to five business days, depending on your bank and region.

**26. Exploits**

If you are found to have utilized an exploit and took advantage of said exploit without immediately reporting the found exploit your account is subject to IMMEDIATE suspension or deletion. Sapphire Studios reserves the right to delete any account that breaks conduct and game rules.

**27. Contacts**

If you have any questions relating to these Terms of Use, your rights and obligations arising from these Terms of Use and/or your use of the Website and Gold inc, your Account or any other matter, please, contact us via email: [support@sapphirerdc.com](mailto:support@sapphirerdc.com)