

The Harvest's Terms and Conditions

Last Update

Welcome to The Harvest Website. This Website is administered by The Harvest (further: the “Company”). Please find below the Terms and Conditions (T&C) applicable to The Harvest.

These Terms & Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and The Harvest, a company incorporated in Lithuania, including its subsidiaries and affiliates (“we”, “us”, or “our”) concerning your access to and use of the <https://theharvestgame.com/> website as well as any other media form, media channel, mobile website or application related, linked, or otherwise connected thereto (collectively, the “Website” and the “Application”).

1. Definitions

Capitalized terms within the present Terms and Conditions refer to the following:

- **Terms and Conditions or T&C** means the present terms and conditions, applicable within the framework of the relationship between The Harvest and its Clients and any element of the Website to which they expressly refer.
- **Website(s)** means the websites accessible from the URL: <https://theharvestgame.com/> and all of the websites published by The Harvest to promote and distribute the Service.
- **Application** means The Harvest desktop, mobile, browser, PC or console applications or any other application developed by The Harvest to make the Service accessible to its Users and Clients.

- **Service** means the service provided by The Harvest to its Users and Clients through the Website or the Application, including the purchase of NFTs.
- **NFT(s)** means the digital artwork; digital utility items, such as playable or non-playable characters, such as pets; in-game enhancements, such as ability cards; and others, distributed initially under the form of non-fungible tokens on the Binance Smart Chain blockchain, later to be ported to other blockchains, and made available for sale to the Clients through the Website or the Application.
- **User** means any person browsing the Website or using the Application.
- **Client** means any legal or physical person purchasing a NFT or any other paying Service from the Company.
- **Transaction** means any purchase of a NFT or another paying Service by the Client from the Company.

2. Application Scope

Purpose: These T&C govern the contractual relationship between The Harvest and its Users and Clients in the context of the use of the Website and the Application and the purchase of NFTs.

Entire Agreement: The T&C are accessible at any time on the Website and on the Application. They represent the entire agreement between The Harvest and the Client/User and supersedes any other prior version or agreement between the parties. They come into effect from the update date indicated at the top of this document. The T&C apply to the exclusion of all other conditions and constitute all of the rights and obligations of the parties within the framework of their contractual relationship. No specific

condition, at the initiative of the Client/User, may be added to and / or substituted for the present T&C.

However, the Client is duly informed that the Company may rely upon third-party administrators websites in order to provide the Service (i.e.: Amazon Web Services for the purpose of platform infrastructure; Quicknode for the purpose of blockchain nodes; etc.). In this case, the general terms and conditions of these platforms will take precedence over these T&C, for the aspects of the contractual relationship between the Clients and the Company they administer.

Furthermore, The Harvest reserves the right to provide special conditions for certain Services, special offers, special guarantees etc., which shall be provided to the Client in connection with the Service for which they are to apply. These special conditions shall be deemed to be part of these T&C and they shall prevail over the T&C in the event of any conflict.

Capacity: Any use of the Website or the Application implies acceptance of and compliance with all the terms of these T&C. By using the Services and entering into these Terms, the User/Client acknowledges to be at least 18 years old and to have the right, authority and capacity to enter into any agreement with The Harvest under the law of their country or declares to represent, by virtue of a valid mandate, the person for whom they are entering into a contract.

Acceptance of the T&C: The User declares to have read the T&C and to have accepted them before any Transaction, which implies unreserved acceptance of these T&C. By this acceptance, the User acknowledges that, prior to any Transaction, they have received sufficient information and advice from The Harvest through the Website, allowing them to ensure that the content of the Transaction meets their needs. Unless proven otherwise,

the data recorded by the Website constitutes proof of all the facts, acceptance and transactions.

Your continued use of our website will be regarded as acceptance of our T&C. If you have any questions about how we handle user data and personal information, feel free to contact us at contact@theharvestgame.com.

The User may request a copy of the version of the T&C applicable to their Transaction at any time. The failure in any one or more instances by The Harvest to insist upon performance of any of the terms, covenants or conditions of the T&C, to exercise any right or privilege in the T&C conferred shall not be construed as a subsequent waiver of any such terms, covenants, conditions, rights or privileges

3. Evolution of the T&C

The Harvest reserves the right to amend or supplement the T&C at any time and without prior notice. Any change in the T&C will be reported by the update of the “last updated” date above associated with the updated Terms. The modifications to the T&C made by The Harvest will apply immediately to Transactions placed after their modification but will not apply to the Transactions already completed, except for the clauses related to the technical evolution of the Website or the Application, as long as these modifications do not involve a price raise or an alteration of the quality or the characteristics having conditioned the commitment of the User or the Client.

If The Harvest is unable to perform the Service under the conditions accepted by the Client at the time of the Transaction, the Client has the right to request the termination of the Contract and the refund of the Transaction.

4. Service Description

The Harvest provides a Service allowing the purchase of NFTs (as defined previously) by its Clients through the Website:

<https://theharvestgame.com/marketplace>.

The Client is expressly informed that the NFT's offered on the Website can be sold both through Company's website and through third parties website. The sale through third parties websites is not administered by The Harvest. Thus, users should be aware and attentive to third parties' own Terms and Conditions, which they may also modify at any time. Before purchasing a NFT, the Client acknowledges that they have reviewed its essential characteristics as well as its price, which are described in detail on: <https://theharvestgame.com/marketplace>.

The service is provided by The Harvest on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind. In no event can The Harvest be held liable for direct or indirect, material or immaterial damages caused by unavailability or malfunction of the website or of third-party websites.

5. NTF Ownership

Digital artwork ownership: The purchase of a The Harvest NFT by the Client implies transfer of ownership of the digital artwork representation and in-game utility of that particular NFT to which it is associated, and which is distributed as a non-fungible token on the Binance Smart Chain blockchain.

The Client may in turn sell the NFT at the price they determine (to which a commission of 5% of the selling price to be paid by the buyer will be added).

The ownership of the NFT is ruled by a smart contract and the Binance Smart Chain network terms. The Harvest has no ability to cancel, reverse or otherwise modify any Transaction or ownership title once the Transaction has been completed.

License: The purchase of the NFT grants the Client a worldwide non-exclusive license to reproduce and represent the acquired NFT, for personal and commercial purposes (use on social networks, in particular as an avatar or profile photo, creation of derivative products...).

This license terminates when the licensee loses ownership of the NFT. The resale of the NFT to a third party entails the transfer of this license to the latter.

In any case, this license only applies to the NFT owned by the licensee and not to other NFTs from the collection or to any other element developed by The Harvest (including, without being limited to: texts, graphics, logos, software or any metaverse component...).

It is explicitly stated here that The Harvest reserves the right, in any case, to represent or reproduce each of the NFTs of the collection. This includes commercial, advertising and promotional use, in any medium (including physical or digital), throughout the world and without limitation of time.

6. Client and User's Obligations

All costs related to accessing the Website, whether hardware, software or Internet access costs, are the sole responsibility of the User/Client who agrees to access the Website and the Application using adequate, up to date and virus-free equipment.

The User/Client is solely responsible for the proper functioning of their computer equipment (hardware or software) as well as their Internet access, in order to use the Website and the Service.

Prohibited use. By using the service, the Client and User undertake not to make any use of the NFT that violates the applicable regulations in their country of residence. In particular the Client and User undertake not to use the Service:

- In a way that violates any applicable law and regulations, including without being limited to: regulations regarding anti-money laundering, securities, anti-corruption, and counter-terrorist financing;
- In a way that infringes on the rights of third parties including their intellectual property rights (copyright, trademark rights);
- To host or launch damaging program or scripts such as: web robots, web crawlers, web indexers, viruses, malwares, ransomwares, trojan horses, rootkits, worms, programs making multiple server requests per second, or any program or script hindering the performance of the Service in any way;
- To send fraudulent or unsolicited messages to third parties including messages that can be labeled as spam or phishing;
- to host or make available any content infringing the laws and regulations applicable in their country of residence.

The client expressly releases The Harvest from any liability for any unlawful use of the service or any use that infringes upon the rights of third parties.

7. Transaction Process and Payment Terms

The client is expressly informed that a virtual asset (cryptocurrency) is not a legal currency. The Price of cryptocurrencies is subject to frequent variations and the value of virtual assets is highly volatile. It is therefore the client's responsibility to systematically check the exchange rate applicable at the time of the transaction.

The Harvest shall in no way be held liable for variations in the Price of cryptocurrencies and any financial loss suffered by the client as a result of such variations.

Transactions involving cryptocurrencies are subject to risks of fraud, for which The Harvest cannot be held liable and of which the client is expressly informed.

Pricing: Payments for the Service related to NFT purchase have to be made using cryptocurrency. The price for a NFT is expressed in the game cryptocurrency, Harvest (\$HAR) or any other cryptocurrency made available by the platforms on which the NFTs are offered for sale to the Clients. The Names are sold at the rates displayed on the Website or the Application when the Client completes the Transaction with The Harvest.

The Client is expressly informed that in addition to the price of the NFTs, Transaction costs (gas fees) apply. These Transaction fees are exclusively determined and charged by the third-party website on which the NFTs are purchased. The Client acknowledges that they are aware of the existence of these Transaction fees and that they agree to their amount before proceeding with the Transaction.

Royalties: In the event of resale of a NFT, the Client is informed that an additional fee, equivalent to 5% of the resell price (excluding gas fees), will be charged by The Harvest to the buyer.

Special Offers: The Harvest reserves the right to propose time-limited offers, promotional offers, or price reductions on its Service and to revise its offers and prices on the Website at any time, under the conditions provided for by law. The applicable prices are those in force at the time of the Client's Transaction, who cannot rely on other prices, prior or subsequent, to their Transaction.

Payment method: The Client is expressly informed that all Transactions are made through the Website or to which the Application redirect (e.g.: <https://www.binance.com/en/nft/home>).

The Transaction fees and payment methods on these websites are entirely determined by these third-party websites, which may change them at any time. Before proceeding with any Transaction, the Client is required to review the payment terms and conditions of these third-party websites. The Harvest can in no case be held liable for any damage suffered as a consequence of the use of these third-party websites.

Payment incident - Fraud: The Harvest reserves the right to suspend any Transaction processing in the event of Transaction failure or fraud. The Harvest reserves the right to refuse to honor a Transaction from a Client with whom a dispute is pending.

8. Support

The Harvest provides Users and Clients with assistance in case of difficulties encountered when accessing the Website, the Application or using the Service. To contact the support team, the User/Client may send an email describing precisely the issue encountered to the following address: contact@theharvestgame.com or to the discord chat platform accessible at the following address: <https://discord.com/invite/JRweuRx>

The Client/User undertakes to fully cooperate with The Harvest and to provide it with any information required to resolve the difficulties encountered. In the event that The Harvest becomes aware that the Client/User is using the Service in violation of the terms of the present T&C or any applicable regulations, The Harvest reserves the right to refuse to provide the Client/User with assistance.

9. Personal Data

The Harvest respects the privacy of its Users and Clients. It ensures that the collection and automated processing of Client/User data - which is intended to: provide access to the Website and the Application, allow commercial prospecting and manage Transactions - carried out by The Harvest comply with the general data protection regulations (GDPR) applicable

The information requested in the forms available on the Application marked with an asterisk are necessary for the processing of requests and Transactions. Failure to fill out a mandatory field will make it impossible for The Harvest to process Transactions.

The personal data of natural persons will not be kept longer than strictly necessary for the purposes for which the personal data is processed. Certain data allowing to establish proof of a right or a contract may be the subject of an intermediate archiving policy for a period corresponding to the limitation periods and foreclosure of legal or administrative actions that may arise.

All Users and Clients are informed and accept that the Website and Application may include technical features which allow to monitor their use

(account of the logged-in User, IP address, type of application used, various logs for connection and use of the User account, etc.) and may be used in the context of the fight against counterfeiting, and / or to identify and / or prevent possible illicit or non-compliant use of the Website or the Application.

In accordance with the GDPR, any person concerned by the data processing operations carried out by The Harvest has, under the applicable conditions, a right of access, rectification, restriction of processing, objection to the processing, data portability, and erasure of their data as well as a right not to be the subject of automated individual decision-making including profiling. If applicable, the data subject also has the right to withdraw their consent at any time.

Any exercise request can be sent by email to: contact@theharvestgame.com. Anyone affected by the processing of data has the right to file a complaint before the competent General Data Protection Authority or any other supervisory authority on which they depend.

For more information on automated data processing and how to exercise your rights, please refer to our privacy policy.

10. Intellectual Property

All intellectual property rights held by The Harvest such as trademarks, copyrighted works and NFTs are protected by law. The Harvest owns all intellectual property rights relating to the Website, the Application and the Service. Intellectual property rights include all content such as: NFTs, texts, images, videos, graphics, logos, icons, sounds and software used on the Website and the Application.

Except as provided in Article 5 (NFT Ownership), access to the Website or the Application and use of the Service do not confer any right to the User/Client on the intellectual property rights relating to the Website, the Application or the Service. The Client/User may not, under any circumstances, reproduce, represent, modify, transmit, publish, adapt, on any medium whatsoever, by any means whatsoever, or exploit in any manner whatsoever, all or part of the Website, the Application or the Service in violation of the The Harvest's intellectual property rights.

As such, any infringement of The Harvest's intellectual property rights or any unauthorized exploitation of all or part of the Website, the Application or the Service will be considered serious misconduct on the part of the User or Client, prejudicial to The Harvest, and may give rise to any appropriate action, in particular the revocation of access to the Service or an infringement action.

11. Limitation of liability

The User/Client is expressly informed that The Harvest's role is solely to provide a software interface between the User/Client and a decentralized blockchain platform (Binance Smart Chain) over which The Harvest has no power. Clients acknowledge that they are solely responsible for the security and management of their digital assets and in particular their crypto-currency wallets.

By agreeing to the T&C, the User/Client agree that The Harvest bears no responsibility nor accountability for the governance and information on the Binance Smart Chain blockchain, or any other blockchain or network the User or the Client chooses to connect to, send money to, or interact with.

In providing the Service, The Harvest is subject to an obligation of best efforts, except for an express guarantee of results provided to the Client/User.

The Harvest performs its contractual obligations with all possible care. However, The Harvest makes no representations or warranties regarding the Service including, without limitation, their reliability, timeliness, suitability, quality or availability.

The risk arising from the Client/User's use of the Service remains solely with them. Under no circumstances, to the extent permitted by applicable law, may The Harvest be liable under The Harvest's terms in relation to the Service for any:

- Inadequacy of the Services provided to the needs of the Use/Client or for a specific purpose pursued in the use of the Services;
- Inaccuracy or error on the part of the Client during the Transaction process;
- Loss of, deletion, deterioration, fraudulent use or alteration of all or part of equipment or content (including hardware and software, files, authentication credentials, information, data, applications, programs) belonging to the User/Client or under its responsibility, in particular those processed in computer databases independently of The Harvest's intervention, whether by the User or any third party;
- Direct or indirect damages, cause to the User or to any third party, including, but not limited to financial loss;
- Malfunction, failure, non-execution, unavailability or Termination of the Service resulting from actions whether by the User/Client or any third party;
- Malfunction, failure, non-execution, unavailability or Termination of the Service resulting from the non-compliance by the User/Client to The Harvest's terms and conditions or technical characteristics;

- Temporary unavailability of the Service due to technical reasons including: maintenance operations or technical reasons such as hazards inherent to the Internet or the mobile network;
- Permanent due to a court decision or a request issued by any competent legal authority;
- Suspension by The Harvest in the development of new applications or functionalities related to the Service, whether or not such applications or functionalities have been made public;
- Development by The Harvest of new solutions, different from the Service, that may render the Service obsolete in whole or in part.

The Harvest has no control over the use of the service by its users and clients and shall not be liable for any actions, omissions or breaches thereof. By using the service, the User/Client agrees to be responsible for the use of the service by themselves or by any person under their control or responsibility.

12. Cases of Force Majeure or Fortuitous Events

The performance of The Harvest's obligations hereunder is suspended in the event of the occurrence of a fortuitous event or force majeure which would prevent their performance. This suspension may concern all or part of the Service. In this case, The Harvest's will notify the Client/User of the occurrence of such an event as soon as possible and of the estimated duration of the suspension.

Under the conditions provided for by law, Clients/Users expressly agree that they may not invoke a case of force majeure to postpone the payment due to The Harvest's for a Transaction.

Events considered as force majeure or a fortuitous event, in addition to those usually recognized by case law, include, but are not limited to: accidents, strikes or social conflicts internal or external to The Harvest's, natural disasters, fires, floods, interruption of telecommunications, government regulations, epidemics and pandemics, interruption of energy supply, interruption of communications or transport of any type, or any other circumstance beyond the reasonable control of The Harvest.

The Harvest can in no way be held liable for difficulties encountered by the User or the Client in accessing the Website due to a technical or software failure or any other cause unrelated to The Harvest. The Client acknowledges being informed of the technical hazards inherent to the Internet and the mobile network and of the malfunctions that may result therefrom. Consequently, The Harvest cannot be held liable for any unavailability, slowdown, or failures of the Internet network or of any IT solutions, except in the event of proven negligence on The Harvest's part.

13. Miscellaneous

In the event that one or more provisions of the T&C is found to be invalid, unenforceable or of no effect, the T&C will retain their full force and scope and the validity of the remaining provisions shall not be affected thereby.

The fact that The Harvest delays in exercising any of its rights under the T&C or the Contract, or fails to exercise such rights or to invoke a breach of a contractual obligation by the User or Client shall not be construed as a waiver to exercise the aforementioned rights or obligation.

The User agrees that The Harvest may transfer the Contract to its affiliates or to a third party without the User or Client's prior consent, provided that such transfer does not diminish the rights of the Client.

14. Governing Law and Dispute Resolution

Governing Law: The T&C and all transactions referred to therein are governed by and construed in accordance with Swiss law. The Service is provided in English. The T&C are provided in English. In the event of a dispute the English version shall prevail over any language used in translation.

Dispute Resolution: In the event of any claim, complaint or dispute (hereinafter: the « Dispute ») arising between the User and The Harvest, except if related to the protection of intellectual property, the parties agree to make every effort to reach an amicable settlement. To do so, the User agrees to attempt in good faith to resolve the Dispute amicably by contacting The Harvest by email at the following address: contact@theharvestgame.com.

In the event of the parties failing to reach an amicable settlement of the dispute, and to the fullest extent permitted by law, the dispute shall be resolved by arbitration in accordance with the Swiss Arbitration Rules , to which the parties expressly agree to be bound.