

Terms of Use and Risk Notifications of the <https://tothemoon.game> Platform

The Terms and Conditions stipulated below are effective as of August 1, 2019.

THE APPLICATIONS AVAILABLE FOR YOUR USE ON THE WEBSITE AND THROUGH OUR SERVICES ARE STRICTLY FOR ENTERTAINMENT PURPOSES ONLY. THE APPLICATIONS DO NOT OFFER REAL MONEY GAMBLING OR AN OPPORTUNITY TO WIN REAL MONEY OR PRIZES. NO ACTUAL MONEY OR ANYTHING OF VALUE CAN BE WON USING OR PLAYING THESE APPLICATIONS, AND NO ACTUAL MONEY IS REQUIRED TO PLAY. PRACTICE OR SUCCESS AT SOCIAL CASINO GAMING AS SUCH IS PROVIDED ON THE WEBSITE DOES NOT IMPLY FUTURE SUCCESS AT REAL MONEY GAMBLING. BY USING THE SITES OR SERVICES, YOU CERTIFY THAT YOU ARE AT LEAST 18 YEARS OF AGE.

General

1. These Terms and Conditions ("T&C" or "Agreement") constitute a binding agreement and govern the contractual relationship between ToTheMoon Development LTD., hereinafter referred to as "Company" or "We", "Us"; or "Our"; and You, as the user and customer, hereinafter referred to as "User" or "You" or "Yours" of the Website through related enabling internet, mobile or other platforms.
2. The Website tothemoon.game is held and operated by ToTheMoon Development LTD., HE 396658, a company incorporated in Cyprus at Ancaion, 35 5th floor, Flat/Office 17, 1101, Nicosia, Cyprus.
3. The User must read, agree and accept all of the T&C contained in this Agreement without modifications, which include those T&C expressly set forth below and those incorporated by reference, before the User may become an active, registered User of the Website. This Agreement comes into force as soon as you click on "I agree with Terms of use and Privacy policy" checkbox button, by doing which you signify to the Website that you have read these T&C and accept them. By using the Website you also signify that you agree with these Terms and Conditions. This Agreement shall also apply to all Services provided via mobile devices, including downloadable applications. All references to the use of the Website shall be construed as references to the use of our Services provided for mobile devices.
4. The Company may amend and/or assign this Agreement or any rights and/or obligations from time to time. The Terms and Conditions and the Privacy Policy are published on the Website and may be changed at any time. The new version of these Terms and Conditions will take effect immediately upon clicking checkbox "OK" following the text of the noted T&C and confirming that the User has read and agreed to the Terms & Conditions and the Privacy Policy" presented to him/her before use of the website. By continuing to use the Website, the Services or the software offered by the Company, the User agrees to be bound by the T&C as well as by the latest modifications to it. If the User does not agree to be bound by the changes to these T&C, the User must not use or access Our Services and inform Us in writing immediately. In order to avoid misunderstandings and disputes at a later stage, Users can print out these T&C. The Company may publish these General Terms and Conditions in a number of languages and shall reflect the same principles. This is done for information purposes and to help Users. It is, however, the English version that constitutes the legal basis of the relationship between You and the Company. Should there be any discrepancy between the T&C in the English version and the version in any other language, the English version shall prevail.
5. The Company reserves the right to refuse and/or cancel Services at its own discretion where the Services are illegal to use.

6. Rules and explanations with respect to the games provided separately on the Website are incorporated into these T&C by reference.

Eligible users

7. The Website and its services are available to, and may only be used by individuals, who can enter into legally binding contracts under the applicable law and reside in countries and geographic regions where online gambling is allowed by law. It is the User's sole responsibility to inquire about the existing gambling laws and regulations of the given jurisdiction before placing bets on the website.
8. The User assures the Company that he/she is over 18 years or such legal age of majority as stipulated in the jurisdiction of his/her residence. No person under 18 years or other legal age of majority in User's jurisdiction of residence may be registered as a User and any funds deposited by such a person shall be returned to his/her personal account. If the real age of the person reveals to be under 18 years or other legal age of majority in User's jurisdiction of residence at any time after his/her registration at the website the sum of winnings received by such User shall be annulled. We are entitled to require User to provide proof of age and to deny a User's access to the Service if it has reasons to believe that the minimum age requirement is not fulfilled. We notify You that parental control protections (including computer hardware, software, or filtering services) are commercially available that may help to block access to material that is harmful to minors. You may find information about providers of these protections on the Internet by searching "parental control protection" or similar terms.
9. The User guarantees at all times not to be a resident of countries including, but not limited to the United States and its dependencies and territories including North Mariana Islands, Puerto Rico, and the US Virgin Islands, Guam, American Samoa, Afghanistan, Algeria, Aruba, Bahrain, Bonaire, Brunei, Cambodia, Cayman Islands, China, Curacao, Denmark, France, French Guiana, French Polynesia, French Southern Territories, Futuna Islands, Gibraltar, Iran, Israel, Iraq, Jordan, Kuwait, Lebanon, Malta, Netherlands, Oman, Pakistan, Qatar, Russia, Reunion, Saba, St Eustatius, St Martin, Saint Pierre and Miquelon, Saint-Barthelemy and Wallis, Saudi Arabia, Spain, UAE, UK. Players from the following countries are not eligible to use the Website, Applications or Services that are offered or will be offered by the Company. The Company will make reasonable efforts to prevent players from these countries to reach the Website and Applications.

User's account registration

10. In order to use the Website, the User must complete the registration form and open a User account ("Account") on the Website. The User must fill in the registration form provided by The Company which shall at least include the following details:
 - a) User's email. The User is restricted to use temporary or fake email;
 - b) User's Username. Offensive or indecent names are not allowed. Further prohibited are usernames that contain or allude to an Internet link or account names, which allude to certain rights of the User. We reserve the right to suspend accounts with an unacceptable username. Accounts can be reactivated as soon as suitable and an acceptable alternative username has been chosen.
 - c) User's password. The User is advised to choose a strong and non-predictable password for security reasons and is responsible for ensuring that this password is kept as highly confidential. If there is a concern that the secrecy of Username and Password is no longer the case, the User should notify the Company immediately.
 - d) User's consent with these Terms and Conditions and Privacy Policy by clicking "I agree with Terms of use and Privacy policy" checkbox button;
 - e) User's consent that he is older than 18 years or any other legal age of majority by clicking "I've reached the age of majority" checkbox button.
 - f) User's virtual currency wallet. In order to use certain functions of applications, User is required to provide his personal virtual currency wallet address.

11. Users can also voluntarily submit in User's Account the following information:
 - a) Date of Birth.
 - b) The User's place of residence.
12. The User warrants to provide true, accurate, current and complete information regarding identity during the registration process. Any false information or impersonation of any person, misrepresentation regarding any affiliation with another person, entity or association, use of false headers or other acts or omissions to conceal one's identity from the Company for any purpose will be prosecuted under the law. In order to receive access to the Website User may be asked to provide valid subsisting verification of identity and relevant information. The Company reserves the right to ask for the proof of age from the User and block access to the website or suspend the user's account if it fails to meet this requirement.
13. After the registration process the User shall provide the Company with valid identification information under Know Your Customer (KYC) procedures upon request from the Company. The Company reserves the right to carry out valid identification of a User under Know Your Customer (KYC) procedures in cases not covered by these T&C if there's strong grounds to believe that there's risk of commitment of fraud or any abuse on the part of the User.
14. All Users of Website ensure by accepting the Terms & Conditions at least the following:
 - a) The User has completed the registration form truthfully and correctly.
 - b) The User is not an individual under 18 years or other legal age of majority in User's jurisdiction.
 - c) The User is neither under legal supervision nor restricted in his business activities.
 - d) The User has registered personally and not on the behalf of someone else.
 - e) The User uses the account for personal use and has no commercial intentions.
 - f) The User understands that Applications do not offer real money gambling or an opportunity to win real money or prizes. No actual money or anything of value can be won using or playing these applications, and no actual money is required to play during the testing period.
 - g) The User does not have multiple accounts on the Website.
 - h) The User has read and accepted these Terms and Conditions.
 - i) The User cannot sell, transfer, assign and/or acquire by any other means the accounts to/from other Users.

Obligations of user and usage of the account

15. It is prohibited for Users to sell, pledge, transfer and/or acquire accounts to/from other Users. Funds can only be remitted to the account from which they were deposited.
16. The Company accepts as a User only natural persons with a single account. Neither a legal entity nor corporate body is allowed to open or to have an account on the Website.
17. We will treat as highly confidential information the data that the User entrusts to us in accordance with our Privacy Policy.
18. The User shall not treat the Company as a financial institution nor expect receipt of interests on his/her deposit/s.
19. Any amount credited to a User's Account by mistake should be immediately reported to the Company by the User.
20. In case of misconduct on the part of the User, the Company is entitled to immediately terminate the Agreement with the User and exclude him/her from further use of the Website. Further, we are entitled to interrupt and terminate ongoing activities, to block the User or the User's Account with or without prior notice and to retain the User's credit and winnings achieved through misconduct until clarification of the situation.

21. In case of indication of any fraud, manipulation, or other forms of deceitful or fraudulent activity which became the basis of an advantage for User in Application or other winnings of virtual currency to the User, the Account of such User shall be made annulled.

Closing of the account

22. The Company may close the User account at the User's request sent to info@tothemoon.game, however, the Company shall not return the money either paid for the Premium Account or deposited to the account for gaming, as the former funds are paid for a non-refundable service, while the latter funds are stored beyond the Company's control, as the Company does not have access to Users' blockchain wallets.
23. The Company reserves the right to restrict access to the account from the user if this user violates or infringes provisions of these Terms.

Fees / payments

24. Certain areas of the Website, Applications, and the Services may charge fees to purchase a license to access and acquire certain Virtual Currency or participate in in-game activities on the Website through an Application or other platforms. You can license Virtual Currency by visiting the third party that makes such Virtual Currency available for purchase for further usage in one of our games, providing your billing information, confirming the particulars of your purchase and accepting your agreement with such third party. You agree to pay all fees and applicable taxes incurred by you or anyone using an Account registered to you.
25. YOU ACKNOWLEDGE THAT THE COMPANY IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL CURRENCY WHEN AN ACCOUNT IS CLOSED IF YOUR VIRTUAL CURRENCY IS CONFISCATED BY THE COMPANY IN CASE OF VIOLATION OF TERMS OF THIS AGREEMENT. IN ITS SOLE DISCRETION FOR VIOLATION OF THESE TERMS.
26. The Company may, from time to time, modify, amend, or supplement its fee and billing methods, and post those changes in this Agreement or elsewhere on the Website. Such modifications, amendments or supplements shall be effective immediately upon posting on the Site. If any change is unacceptable to you, you may cancel your Account at any time.
27. The Company reserves the right to perform additional identification procedures (KYC) when the User makes deposits in Virtual currency.
28. Under certain circumstances, the Company can credit a User's Account with "Welcome Bonus" in the amount defined in the Company's discretion. The conditions for the crediting of the "Welcome Bonus" and the amount of such credit is determined by the Company and set out on the website from time to time.
29. Please note that the TTM Token is an internal operating Virtual currency of the website.
30. The User is entitled to activate Premium account that gains some extra functions and privileges, including but not limited to access to a referral program, in exchange for a recurring fee. List of functions and privileges of Premium account, the term of Premium account and prices are subject to change. When user purchase and activate a Premium account, he/she/it will have access to such functions and privileges until the end of the term of such Premium account. The more information about the terms of referral program is available at <https://platform.tothemoon.game/terms-of-referral.pdf>.
31. When a paid period ends, the Premium account's features becomes disabled.

Miscarried / aborted games in Applications

32. The Company takes every precaution to avoid as much as possible, any technical anomaly or problem. However, this is not always possible. By these reasons:

- a) The Company, our suppliers and / or licensors are not liable for any downtime, server disruptions, lagging, or any technical or political disturbance to games. Refunds may be given solely at the discretion of the management;
- b) The Company, our suppliers and / or licensors accept no liability for any damages or losses which are deemed or alleged to have arisen out of or in connection with the Website or its content, including and without limitation to:
 - i. Delays or interruptions in operation or transmission;
 - ii. Loss or corruption of data;
 - iii. Communication or lines failure;
 - iv. Any site or content misuse;
 - v. Any errors or omissions in content;
- c) In the event of a system malfunction all wagers are void;
- d) If Your game miscarries because of a failure of the system, We shall refund the amount of virtual currency used in Your game by crediting it to your User Account.;
- e) The Company shall take all reasonable steps to ensure that its computer system enables Your participation in a game. If after You used virtual currency in application, gameplay is interrupted by a failure of the telecommunications system or a failure of Your computer system, the Game will resume at the exact time immediately before the interruption occurred. If, however, such resumption is not possible, We shall:
 - i. Ensure that the game is terminated;
 - ii. Refund the amount of the virtual currency to You by placing it in Your Account.

Responsible gaming

33. The Company wants to ensure that its Users even when using social gaming applications on the Website play in a responsible manner, but We also acknowledge that even social gaming can be addictive to some people and affect their lives negatively. Since We care for Our Users, and want online social gaming to be an enjoyable experience, We offer various measures which can be taken by a User to play in a responsible manner.
34. For those customers who wish to restrict their gambling (even social gambling), we provide voluntary self-exclusion tools, which enable you to delete your account. If you require any information relating to this facility, please contact Customer service info@tothemoon.game. We will endeavor to implement your request within a reasonable time period and to ensure compliance with your self-exclusion. However you accept that we have no responsibility or liability whatsoever if you continue using any applications before your request has been implemented or you seek to use the Website in such a way that we cannot reveal or determine that. You acknowledge that such exclusion is set per account, and should you have accounts at more than one site owned by us, you must file applications to set such exclusion on each account.
35. You may contact any of the following organizations for consultation and support if you think that you start spending more money than you can afford, or in case the use of Applications starts interfering with your normal daily routines:
<http://www.gamblersanonymous.org>, <http://www.gamcare.org.uk>, <https://www.gamblingtherapy.org>

Anti-fraud policy

36. The Company has a strict anti-fraud policy. The following actions shall be considered as fraudulent actions:
- a) participating in any type of collusion with other Users;
 - b) development of strategies aimed at gaining of unfair winnings in Applications;
 - c) fraudulent actions against the Company or its payment providers;

- d) creating two or more accounts;
- e) other types of cheating;

37. In case of reveal one or several fraudulent actions on the part of the User or other similar actions, the Company reserves the right to cancel the user account and suspend all payouts to the User. This decision is at the sole discretion of the Company and the User will not be notified or informed of the reasons for such actions. The Company also reserves the right to inform the regulatory bodies of the User's jurisdiction of such fraudulent actions performed by the User.

Zero tolerance to abuse of the welcome bonus

38. The Company has zero tolerance to abuse of welcome bonuses or different promotions organized by the Company from time to time. User who will try to gain advantage of the Company welcome offers / other promotions agrees that the Company reserves the right to void bonuses and any virtual currency from User:
- a) use of stolen virtual currency wallets;
 - b) creating more than one account in order to get advantage from the Company promotions;
 - c) providing incorrect registration data;
 - d) any other actions which may damage the Company
39. In case of the reveal of abuse of welcome bonus on the part of the User, the Company reserves the right to close User's Account without refunding the account balance to him/her at the Company's absolute discretion and without any obligation to state a reason or give prior notice.
40. Criminal charges will be brought against any User or any other person(s), who has/have manipulated the Company system or attempted to do so. The Company reserves the right to remove and/or change any games or events being offered at the website.
41. Should the User become aware of possible errors or incompleteness in the software, he/she agrees to refrain from taking advantage of them. Moreover, the User agrees immediately to report of any such error or incompleteness to the Company. Should the User fail to fulfil the obligations stated at this clause and abused the results of such errors or incompleteness, The Company has a right to full compensation for all damages related to the error or incompleteness, including any damages incurred as a result of the respective error/incompleteness and the failed notification by the User.

Intellectual property

42. You hereby expressly agree that all rights, title, and interest in and to all intellectual property rights, including, without limitation, patents, copyright, trademarks, trade secrets and all other related proprietary rights to this Website belong to the Company and/or its licensors and the Company and/or its licensors are the sole and exclusive owners thereof. All rights to the website not expressly granted herein are reserved. You agree not to copy, republish, frame, download, transmit, modify, rent, lease, loan, sell, assign, distribute, license, sublicense, reverse engineer, or create derivative works based on the website, its products or Service except as expressly authorized herein. Except as otherwise provided, the Content published on this website may be reproduced or distributed in unmodified form for personal non-commercial use only. Any other use of the Content, including without limitation distribution, reproduction, modification, display or transmission without the prior written consent of the Company is strictly prohibited. All copyright and other proprietary notices shall be retained on all reproductions.
43. The Company hereby disclaims any rights to trademarks, Service marks, trade names, logos, copyright, patents, domain names or other intellectual property interests of third parties. All intellectual property interests of third parties listed above are the properties of their respective

owners. Third Parties' Material is the property of its respective owners. The Company disclaims any proprietary interests in the intellectual property rights other than its own.

Disclaimers of risks

44. The Company is not a financial institution, it does not provide financial advice or asset management services and does not provide services of conversion from virtual currency and fiat currency. The user account does not bear any interest from depositing. The User cannot exchange virtual currency to fiat currency and fiat currency to virtual currency via the Company.
45. All the payments and fees taking place within the Platform are conducted exclusively in TRX or other cryptocurrencies. If any prices on the Website are stated in USD, the applicable exchange rate of TRX equivalent to USD is defined in accordance with the information published at https://www.binance.com/en/trade/TRX_USDT (The Company shall deem that USDT is traded to USD at 1:1 ratio) on the date of payment. Please note, that the Company, its employees or any other affiliated persons or entities never accepts fiat money for any of the Company's services and never offers to exchange fiat currency against cryptocurrency and vice versa. If you receive an offer from any person representing himself/herself/itself as a Company's employee please contact us via info@tothemoon.game. If the User exchanges its fiat money for TRX with the help of any third party, including but not limited to a person representing himself/herself/itself as a Company's employee or any cryptocurrency exchange, those entities shall be deemed unaffiliated with the Company. Thus, the User must conduct such exchange at its own risk, and the Company does not bear any responsibility for such third-party exchanges.
46. THE APPLICATIONS AVAILABLE FOR YOUR USE ON THE WEBSITE AND THROUGH OUR SERVICES ARE STRICTLY FOR ENTERTAINMENT PURPOSES ONLY. THE APPLICATIONS DO NOT OFFER REAL MONEY GAMBLING OR AN OPPORTUNITY TO WIN REAL MONEY OR PRIZES. NO ACTUAL MONEY OR ANYTHING OF VALUE CAN BE WON USING OR PLAYING THESE APPLICATIONS, AND NO ACTUAL MONEY IS REQUIRED TO PLAY. PRACTICE OR SUCCESS AT SOCIAL CASINO GAMING AS SUCH IS PROVIDED ON THE WEBSITE DOES NOT IMPLY FUTURE SUCCESS AT REAL MONEY GAMBLING.
47. The User understands and accepts the risks in connection with transferring virtual currencies to the User's Account at the Website, purchasing TTM Tokens, paying any applicable fees. In particular, but not limited, the User understands the inherent risks listed hereinafter:
 - a) Risk of software weaknesses: The User understands and accepts that the Blockchain System concept, the underlying software application, and software platform is still at an early development stage and unproven, that's why there is no warranty that the process for creating TTM Tokens will be uninterrupted or error-free and why there is an inherent risk that the software could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of TRX or TTM.
 - b) Risk of Loss of private key (password): virtual currencies in account wallet can only be used by means of wallet seed or combination of private key and password. The private key is encrypted with a password. The User understands and accepts that if his wallet file or password respectively his private key got lost or stolen, the obtained virtual currencies at the User's Wallet or password will be unrecoverable and will be permanently lost together with the wallet seed.
 - c) Risk of theft: The User understands and accepts that the Service concept, the underlying software application, and software platform may be exposed to attacks by hackers or other individuals that could result in theft or loss of virtual currency such as TTM Tokens, impacting the ability to develop the Services.
 - d) Risk of market volatility: TTM Tokens' market value, adoption, capitalization, and usage by the platform's users are dependent on an excessive array of market factors. The Company is not in a position to guarantee that the market will develop as projected. Thus, we highly advise every User to conduct its own market research.

Limitation of liability

48. The User is aware of the fact that the website does not provide gambling services and only social gambling applications are made available for use. The Company is not liable for any possible financial damage arising from the use of the Website and happened due to the reasons out of control of the Company.
49. The Company is in no way responsible for any access to a User's account by a third person and will not be held responsible for any loss suffered due to the illicit use of a User's password by a third person, of unauthorized access, and/or for any transaction in which the name and password of a User was registered correctly.
50. The Company is not liable for any hardware or software, defects, unstable or lost Internet connections, or any other technical errors that may limit User's access to the website or prevent User from an uninterrupted play.
51. The Company may publish different marketing and information materials on the Website, including but not limited to Whitepaper, roadmap or any schedules to them or any other document that is not specified as a legal document. Such documents contain only marketing information shared by the Company and do not create any legally binding obligations by the Company. Certain statements in such documents constitute "forward-looking information" under applicable laws. Except for statements of historical fact, the information contained in such documents may constitute forward-looking statements. When used in such documents, the words "may," "will," "should," "project," "anticipate," "believe," "estimate", "intend," "expect," "continue," and similar expressions or the negatives thereof are generally intended to identify forward-looking statements. Forward-looking statements are not guarantees of future performance, and undue reliance should not be placed on them. Such forward-looking statements necessarily involve known and unknown risks and uncertainties, which may cause actual performance on the Company's obligations, market projections and financial results in future periods to differ materially from any projections of future performance or result expressed or implied by such forward-looking statements. Although forward-looking statements contained herein are based upon what management believes may be reasonable assumptions, forward-looking statements may prove to be inaccurate, as actual results and future events could differ materially from those anticipated in such statements. The Company expressly disclaims any obligation or undertaking to disseminate any updates or revisions to any forward-looking statement contained in such documents to reflect any change in its expectation with regard thereto or any change in events, conditions, or circumstances on which any such statement is based.
52. The Company, its directors, employees, partners, service providers:
 - a) do not warrant that the software or the Website is/are permanently fit for their purpose;
 - b) do not warrant that the software and Website are permanently free from errors;
 - c) do not warrant that the Website and/or Games will always be accessible without interruptions;
53. You agree that the Company shall be the final decision-maker of whether you have violated the Company's rules, terms or conditions in a manner that results in your suspension or permanent block from participation at our website.
54. EXCEPT AS OTHERWISE REQUIRED BY LAW, IN NO EVENT THE COMPANY, OUR DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE OUR SERVICES OR THE COMPANY MATERIALS, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY ANY USER ON ANY INFORMATION OBTAINED FROM THE COMPANY, OR ACTIONS AND

PARTICIPATION IN GAMES ON THE WEBSITE OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM A FORCE MAJEURE EVENT, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO THE COMPANY'S RECORDS, PROGRAMS OR SERVICES.

55. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS OF THIS SECTION MAY NOT APPLY TO CERTAIN USERS.
56. THE COMPANY IS NOT RESPONSIBLE FOR ANY DAMAGES CAUSED BY DELAY OR FAILURE TO PERFORM ITS OBLIGATIONS UNDER THE AGREEMENT IF THE SAID DELAY OR FAILURE IS DUE TO FIRES; STRIKES; FLOODS; POWER OUTAGES OR FAILURES; ACTS OF GOD OR THE STATE'S ENEMIES; LAWFUL ACTS OF PUBLIC AUTHORITIES; ANY AND ALL ACTS THAT ARE REGARDED AS FORCE MAJEURE IN LEGAL PRACTICE.

Severability clause

57. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the Agreement, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants, and restrictions of the Agreement without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

Assignments

58. The Company may assign, transfer or delegate these Terms of Use or the fulfillment of any of its obligations pursuant to these Terms of Use and/or the Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign, transfer or delegate any rights or obligations under the Terms of Use or Privacy Policy without the Company's prior written consent, which may be withheld at its sole discretion, and any unauthorized assignment and delegation by you is void and ineffective.

Indemnification

59. You hereby agree to indemnify and hold the Company, its affiliates, officers, directors, agents, and employees harmless, from any expense, loss, claim, damage, fine, penalty or liability, including reasonable fees for attorneys and other professionals, payable under any judgment, verdict, court order or settlement, to the extent resulting from any claim, demand, action, suit, arbitration, or other proceeding initiated by any third party, including the assessment, claim or demand by a governmental agency or entity, arising out of your breach of these Terms of Use, including without limitation infringement by user materials of any third-party intellectual property and/or proprietary right, including, but not limited to, patent, trademark, copyright, trade secret, publicity and/or privacy.

Applicable law and dispute resolution

60. This Agreement shall be governed, construed, and enforced in accordance with the law of Cyprus.
61. The Parties will tend to solve all disputes, differences, and claims that can arise out of the execution, termination or cancellation of the Agreement by means of negotiations. The Party that

has some claims should send a notification to the other Party describing the arisen claims and/or differences. In case of no agreement during negotiations, the Party shall send a claim to the other Party. The party receiving the claim is obliged to respond to it in writing within 10 (ten) days from the date of receipt.

62. Any dispute, controversy or claim arising out of or in connection with this Term, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Riga International Commercial Arbitration Court in Riga on the basis of written documents (written procedure). The number of arbitrators shall be one. The language to be used in the arbitral proceedings shall be English.

Complaints / commitment to decisions

63. You may contact our info@tothemoon.game customer service according to the instructions located at the Website to give us any complaints regarding our services.
64. Complaints are handled at the support department and escalated in the organization of the Company and its affiliates if support personnel does not solve the case immediately. The User shall be informed about the state of the complaint to a reasonable level.
65. If the dispute is not resolved at the Company management level, you can contact any independent body, gaming authority or licensor noted at the Company Website.
66. In case of any dispute, you agree that the records of the server and blockchain shall act as the final authority in determining the outcome of any claim.
67. You agree that in case of unlikely disagreement between the result that appears on your screen and the game server, the result that appears on the game server and at blockchain will prevail, and you acknowledge and agree that our records will be the final authority in determining the terms and circumstances of your participation in the relevant online gaming activity and the results of this participation.
68. When we wish to contact you regarding such a dispute, we will do so by using any of Your contact details noted at your User account.

Notices

69. Any notice or other communication under this Agreement shall be in writing and shall be considered given and received when sent by email to info@tothemoon.game. The User's official email for communication shall be deemed the email bound to the User Account. The language of communication shall be English.

Privacy policy and personal information processing and storage

70. The Company is taking effective measures to protect User's private data from any unauthorized use and is only making it available to parties involved in providing social gambling services through the website. Notwithstanding this, the Company takes all necessary measures to ensure that such third parties, for example, third-party software providers or affiliates, are subject to the non-disclosure agreement with regard to such private data processing and take all necessary steps to ensure their safety.
71. The company has developed a Privacy Policy that governs the use and protection of User's private information according to the applicable laws and good practices. The full text of the Privacy Policy is made available on the Platform and can be accessed at the Website.

72. Despite all security measures implemented by Company, the User acknowledges that there are certain risks of Company being attacked by electronic means in order to obtain the private information and that the Company cannot guarantee full protection.

Language Clause

73. You acknowledge that you are proficient in the English language, or have consulted with an advisor who is sufficiently proficient in English, so as to allow you to understand the terms and conditions of this Agreement. If you have received this Agreement or any other document related to the Website translated into a language other than English and if the meaning of the translated version differs from the English version, the English version shall prevail.