# Rivalz Network Combined Terms and Conditions

Last Revised: October 2024

Please read this Agreement carefully before using the Rivalz AI network, rClient software, Validator zNode software, or participating in the Incentivized Testnet (collectively, the "Services").

By accessing or using any of the Services, you agree that you have read, understand, and accept all of the terms and conditions contained in this Agreement by and between you and Rivalz Technologies Ltd, a private limited company registered in British Virgin Islands (the "Company" or "we") and our affiliated entities. If you do not agree to all of the terms and conditions of this Agreement, you are not permitted to access or use any of the Services.

## Clarification of Terminology

Throughout this Agreement, any mention of "Rivalz", "Rivalz Network", "Rivalz AI Network," "Rivalz AI," "Validator zNode," "rClient," "Testnet," or any similar term shall also include any other product or service owned by Rivalz Technologies Ltd.

## Eligibility Requirements

1.1 General. To be eligible to access or use the Services, you must satisfy each of the following eligibility requirements:

- You are at least eighteen (18) years of age, or are the legal age for entering legally binding agreements under applicable law;
- You are not, nor are you an entity that is, or an entity owned or controlled by any person or entity that is, or conducting any activities itself or on behalf of any person or entity that is: (i) a natural person resident in the United States; (ii) a partnership or corporation organized or incorporated under the laws of the United States; or (iii) otherwise a "U.S. person" as defined in Rule 902(k)(2) of Regulation S under the Securities Act of 1933 (each, a "U.S. Person");
- You are not participating in the Services on behalf of a U.S. Person or Restricted Person.
- You are not, nor are you an entity that is, or an entity owned or controlled by any person or entity that is, or conducting any activities itself or on behalf of any person or entity that is:
    - The subject of any sanctions administered or enforced by your country of residence, or located, organized, or resident in a country or territory that is, or whose government is, the subject of economic sanctions.

1.2 Identity Verification. You may be required to provide information to us for the purposes of identity verification before you will be able to generate Network Rewards (defined below) by participating in the Services. If we are unable to verify your identity and confirm that you are

eligible to use the Services, you will not be permitted to use the Services, including to earn any Network Rewards. You agree to provide us with the information we request for purposes of identity verification and permit us to keep a record of such information. You further represent and agree that all such information is complete and accurate and that you will immediately notify the Company in the event that any information provided to the Company during this process is no longer complete or accurate.

## rClient Software

2.1 Use of rClient. Subject to the terms and conditions of this Agreement, you may use the rClient Software to contribute to the storage and light computation tasks on the Rivalz AI Network. The rClient software is provided free of charge. You do not need to purchase a key to download, install, or use the software.

2.2 Connecting a Digital Wallet. In order to operate an rClient using the rClient Software, you will need to connect a compatible third-party blockchain digital wallet ("Wallet"). You are solely responsible for maintaining the security of your Wallet, including any associated credentials, private key, and seed phrase. The Company is not and will not be responsible or liable for any claims, damages, losses, or liabilities whatsoever resulting from the compromise of your Wallet, even if such compromise is due to error, vulnerability, or any other cause attributable to Rivalz Technologies Ltd.

2.3 Data Integrity. You are strictly prohibited from accessing, tampering with, or corrupting any data stored using the rClient. All data stored using the rClient is private and must not be accessed or altered in any way by you or any unauthorized parties.

## Validator zNode Software

3.1 Use of Validator zNode. Subject to the terms and conditions of this Agreement, you may use the Validator zNode Software to operate a Rivalz AI Network Validator zNode on one machine at a time that you own or control. The Validator zNode software requires the purchase of a non-fungible token upgrade key (the "Key") to generate Network Rewards.

3.2 Non-Refundability of Validator zNode Key. You acknowledge and agree that any purchase of a Key for the Validator zNode Software is non-refundable. Once the Key is purchased and provided to you, no refunds will be issued under any circumstances, including but not limited to, termination of this Agreement, discontinuation of the Validator zNode Software, or any other reason.

3.3 Connecting a Digital Wallet. In order to operate a Validator zNode using the Validator zNode Software, you will need to connect a compatible third-party blockchain digital wallet ("Wallet"). You are solely responsible for maintaining the security of your Wallet, including any associated credentials, private key, and seed phrase. The Company is not and will not be responsible or liable for any claims, damages, losses, or liabilities whatsoever resulting from the compromise of

your Wallet, even if such compromise is due to error, vulnerability, or any other cause attributable to Rivalz Technologies Ltd.

3.4 Data Integrity. You are strictly prohibited from accessing, tampering with, or corrupting any data stored using the Validator zNode. All data stored using the Validator zNode is private and must not be accessed or altered in any way by you or any unauthorized parties.

## Incentivized Testnet

4.1 Use of Testnet. Subject to the terms and conditions of this Agreement, you may participate in the Testnet to contribute to testing the Rivalz AI Network using the provided interfaces and tools.

4.2 No Software Download Required. Participation in the Testnet does not require you to download any software. All necessary interfaces and tools will be provided through the Rivalz AI Network's online platforms. Unless you want to run an rClient, in which case please refer to the rClient terms and conditions document.

4.3 Incentivized Testnet Activities.

- Minting NFTs. Participants may mint NFTs to receive discounts on the Validator zNode sale. The specifics of the minting process and the discounts provided will be detailed in the Testnet documentation.
- Social Activities. Participants may connect their Twitter (X) accounts to receive points for various social activities. These points will contribute towards the overall Testnet rewards.
- Running rClients. Participants may run rClients to receive points. The operation and rewards for running rClients are detailed in the Testnet documentation.
- Points and Token Rewards. The points accumulated from the above activities will be converted into token rewards at the end of the Incentivized Testnet event. However, all rewards are subject to verification to ensure participants are not engaging in sybil attacks, bot activities, or any other forms of cheating. The Company reserves the right to withhold rewards from any participant at its sole discretion for any reason deemed appropriate.

4.4 Connecting a Digital Wallet. In order to participate in the Testnet, you will need to connect a compatible third-party blockchain digital wallet ("Wallet"). You are solely responsible for maintaining the security of your Wallet, including any associated credentials, private key, and seed phrase. The Company is not and will not be responsible or liable for any claims, damages, losses, or liabilities whatsoever resulting from the compromise of your Wallet, even if such compromise is due to error, vulnerability, or any other cause attributable to Rivalz Technologies Ltd.

## Service Updates

5.1 Service Updates. The Services may require periodic updates or adjustments to its protocols and interfaces. By participating in the Services, you agree that the Company may implement such updates or adjustments as necessary. You will be notified of significant updates or changes via the official channels of the Rivalz AI Network.

## License Uses and Restrictions

6.1 Participation License. Subject to the terms and conditions of this Agreement, the Company hereby grants to you a non-exclusive, revocable, non-transferable, non-sublicensable, royalty-free, limited license to participate in the Services. Except for the license expressly granted to you hereunder, no other license is granted, no other use is permitted.

6.2 Intended Use. You agree to use the Services only for their intended purposes as described in this Agreement. Any use of the Services in a manner other than as intended is strictly prohibited and may result in termination of your access to the Services.

## Prohibited Activities

7.1 Prohibited Activities. You shall not engage in any activities that negatively affect the technical performance of the Services and/or Rivalz AI Network, bypass or circumvent security features of the Services and/or Rivalz AI Network, or otherwise disrupt or interfere with the functioning of the Services and/or Rivalz AI Network.

7.2 Data Integrity. You are strictly prohibited from accessing, tampering with, or corrupting any data stored using the Services. All data stored using the Services is private and must not be accessed or altered in any way by you or any unauthorized parties.

## Risks and Non-Accountability

8.1 Risks and Non-Accountability. You acknowledge that the Services and Rivalz AI Network incorporate experimental and novel technology and that the use of such technology involves a high degree of risk. These risks include but are not limited to financial losses, monetary losses, damage to computer systems or hardware, loss of data, and any other potential adverse outcomes. You expressly acknowledge and agree that Skeleton Bay Lot, Fish Bay, Tortola, VG1110, British Virgin Islands, its affiliates, and its personnel shall not be held accountable for any problems, damages, or losses incurred as a result of participating in the Services or using the interfaces and tools. You assume all responsibility and risk for your participation in the Services and your reliance thereon.

## Disclaimer of Warranties; Limitation of Liability

9.1 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES AND RIVALZ AI NETWORK ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS. THE COMPANY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR

OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. THE COMPANY DOES NOT WARRANT THAT THE SERVICES OR RIVALZ AI NETWORK WILL MEET YOUR REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, OR BE ERROR-FREE, OR THAT ANY ERRORS WILL BE CORRECTED. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICES AND RIVALZ AI NETWORK AND YOUR RELIANCE THEREON.

9.2 Limitation of Liability. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES OR RIVALZ AI NETWORK, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND EVEN IF THE COMPANY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

9.3 No Liability. THE COMPANY SHALL HAVE NO LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE.

## Intellectual Property Rights

10.1 Intellectual Property Rights. All intellectual property rights related to the Services, including any user-generated content, are the sole property of Rivalz Technologies Ltd. You are granted a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Services solely for your personal, non-commercial use. No other licenses or rights are granted by implication, estoppel, or otherwise.

## Indemnification

11.1 Indemnification. You agree to indemnify and hold the Company harmless from any claims, losses, or damages arising from your participation in the Services and use of the Services' interfaces and tools. This includes any claims, losses, or damages arising from your breach of this Agreement or your violation of any law or the rights of a third party.

## Force Majeure

12.1 Force Majeure. Neither party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay is caused by circumstances beyond its reasonable control, including, without limitation, act of God, war, terrorism, natural disasters, labor disputes, and governmental actions.

## Modification Clause

13.1 Amendment Provision. Rivalz reserves the right to modify this Agreement at any time without prior notification to the user. By continuing to engage with any Rivalz-related aspect after such modifications are made, you implicitly agree to abide by the updated Terms & Conditions. It is your responsibility to review this Agreement periodically for changes. If you do not agree with any modifications to this Agreement, your sole recourse is to stop using the Services and Rivalz Network associated services.

## Governing Law

14.1 Governing Law. This Agreement and any disputes arising out of or related to it shall be governed by and construed in accordance with the laws of the British Virgin Islands, without regard to its conflict of law principles.

## Contact Us

15.1 Contact Us. If you have any questions or concerns about this Agreement or our Services, please contact us at:

Rivalz Technologies Ltd
info@rivalz.ai
Skeleton Bay Lot, Fish Bay, Tortola, VG1110, British Virgin Islands

By using our Services, you acknowledge that you have read, understood, and agreed to this Terms and Conditions Agreement.