

TERMS OF USE

Definitions:

“**Cards**” or “**Splinterforge Cards**” means the digital collectible trading cards offered on the Website.

“**Card Packs**” or “**Splinterforge Card Packs**” means a collection of four or five Cards offered on the Website.

“**Device**” means a hardware interface that facilitates use of and access to the Website or Splinterforge via internet and includes a personal computer, mobile device, portable media player, smart television, gaming system, gaming console or any other hardware devices in commercial use presently or developed in future that are capable of offering access to the Website or Splinterforge and meet the compatibility and minimum system requirements that Website or Splinterforge may require from time to time.

“**Entity**” means Crypto Raptor Mining, a general partnership incorporated under the provisions of Partnership Act, R.S.O. 1990 with mailing address at #1002-7, Picton St, London, Ontario Canada N6B 3N7 and includes its partners, directors, officers, employees, affiliates, agents, contractors, principals, assignors or licensors, as the case may be.

“**Game Mechanics**” means the rules of play governing users of Splinterforge.

“**Hive**”, “**Hive Network**” or “**Hive Blockchain**” means the network or blockchain technology that hosts and facilitates transactions using Hive cryptocurrency. Hive Wallet means the Hive’s official wallet.

“**Splinterforge**” means a gaming application accessible through the Website that utilizes Hive Blockchain to enable users to own, transfer and trade unique digital cards to access or participate in the game, which cards can then be viewed on the Website for the user to utilise or otherwise interact with.

“**Splinterland Cards**” means digital collectible trading cards offered as a part of a third-party gaming application Splinterland.

“**Terms of Use**” or “**Terms**” means this agreement together with Game Mechanics and Privacy Policy as updated from time to time, all of which together govern and bind the user in relation to their access and use of Website and Splinterforge.

“**User**” means a natural or legal person accessing the Website, whether or not, participating in Splinterforge.

“**Website**” means the domain name www.splinterforge.io and any mobile sites and applications launched by the Entity to play Splinterforge and accessible through Device. Where context permits, any reference to Website may be deemed to mean and include Splinterforge.

Preface: For the purpose of these Terms, wherever the context so requires “Splinterforge”, “Website”, “we”, “our” or “us” means Entity and “you”, “your”, “yourself” or “user” shall mean any natural or legal person who uses, accesses the Website or otherwise participates in Splinterforge.

Acceptance: Your mere use or access of Website constitutes your acceptance of the Terms. If you do not agree to the Terms, you must immediately cease using the Website and any use thereafter shall be deemed unauthorised.

User Warranty: By accessing the Website you warrant to us that: (i) you are at least 13 years old; (ii) you have reviewed these Terms, you understand them, agree to be bound by them and use the Website and Splinterforge in accordance with the Terms; (iii) you have the legal capacity to enter into a legally binding agreement with us; and (iv) your use of Website and Splinterforge, including all elements thereof, is not banned or otherwise restricted by or breaches the applicable laws in your jurisdiction.

Use by a minor/underage: If you are a parent or a legal guardian permitting a person, who is at least 13 years old but a minor as per the age limit governing such person, to use or access the Website or Splinterforge, you agree to: (i) supervise the minor's use and assume all risks associated with, and liabilities resulting from the minor's use of Website or Splinterforge; (iii) ensure that the content on the Website is suitable for the minor; (iv) ensure all information submitted to us by the minor is accurate; and (v) provide the consents, representations and warranties contained in the Terms on the minor's behalf.

Use by a corporate entity: If you are accepting these terms of behalf of a corporate or any other legal entity, you represent that you have the legal authority to accept these Terms on such entity's behalf, in such case, 'you' or 'user' will mean such entity.

Use and Accessibility: Subject to your compliance with and adherence to the Terms, we grant you a non-exclusive, non-transferable, non-sublicensable, personal and revocable licence to access Website and Splinterforge. The Website works best with: (i) latest version of Google Chrome, Brave Browser, Microsoft Edge; (ii) Microsoft Windows 10 or above; (iii) Javascript and cookies enabled. You understand that your ability to access the Website or Splinterforge or any part thereof: (i) may be dependent upon your geographical location; (ii) is subject to Website's discretion; and (c) is on the condition that not all features may be available to all users.

Website Login and Transactions: In order to use the Website, you should have an existing account on Hive. You will be required to use your Hive Keychain to log-in to the Website with your Hive Wallet to confirm wallet access. You are responsible for the security of your Hive Wallet and related accounts. You understand that your Hive Wallet address will be made publicly visible whenever you engage in a transaction on the Website.

Transactions: The Website does not receive any fiat payments. If you elect to purchase, transfer, trade or otherwise interact with Card, Card Packs or other Assets on the Website the same will be conducted through the Hive Network or by verifying specific key access via Hive Keychain. We have no insight into or control over these payments or transactions or verifications, nor do we have the ability to reverse any transactions. You are responsible for paying any relevant transaction fees incurred in relation to the payment method you select when transacting via the Website along with determining and paying for taxes applicable to such transaction. You agree we have no liability to you or to any third-party for any claims or damages that may arise as a result of any transactions that you engage in via the Website or any other transactions that you conduct via the Hive Network or other blockchain networks. Notwithstanding, we reserve the right to implement transaction limits on any user for purchasing or

otherwise trading in Assets via the Website. Hive requires Resource Credits for every transaction that occurs on the Hive network. This means that you will need to ensure that you maintain a sufficient Resource Credit balance in your account in order to transact via the Website.

Purchase of Assets: To facilitate or enhance user experience in Splinterforge, the Website offers assets, including Cards, Card Packs and other items (collectively, “Assets”). Purchase of Assets via the Website is an offer by you to purchase the relevant Asset for the value notified at the time of purchase. Each purchase results in a separate binding agreement between you and the Website for supply of Asset in accordance with the Terms. You are solely liable to review the purchase terms, details of Asset, before you place a transaction through the Website. Any purchase of Assets is irreversible and subject to transfer as per the terms of Game Mechanics. Assets are only to be earned, purchased, transferred or sold for the purpose of genuinely interacting with and participating in Splinterforge and not for investment purposes. For the sake of clarity, any Asset earned, purchased by or transferred to you, whether through the Website or otherwise, permits you to utilise the strength, entitlement and powers associated with that Asset along with the associated right to display and transfer the same to another user, within the ambit of Game Mechanics.

Splinterforge Cards/Card Packs: Any Card Packs will grant a user with four or five probabilistically random Cards per Card Pack. The Website utilizes distributed ledger technology to issue packs of four or five probabilistically random cards, which are limited to a pre-defined quantity that currently varies with each edition as follows: CRATE - 1,000,000, BAG - 1,000,000. The Website is developed on a block-chain technology that retains exclusive control over random elements involved in the card creation process thereby preventing any scope for external manipulation or human interference in the card creation process or selection of Cards. The probabilities of receiving a particular rarity and version are defined by the card creation process and are approximately as follows: (i) Common rarity – 75.2%; (ii) Rare rarity – 20%; (iii) Epic rarity – 4%; (iv) Legendary rarity – 0.8.

Taxes: You agree to be solely liable for payment of or other in compliance with any taxes as may be applicable, imposed, levied or claimed, including without limitation income tax, sales tax, value-add tax, cess, duties, custom, import or export taxes, or other assessments or any amounts levied in lieu thereof (collectively, “Taxes”), now or anytime hereinafter, by any government, regulatory, enforcement or judicial authority of any jurisdiction, associated with your use of Splinterforge or Website, any transactions made via the Website including without limitation purchase, trade or otherwise transacting in Assets. You agree to keep us indemnified against all Taxes or any claims, levies or penalties imposed in lieu thereof.

Third-party Services: You may be required to download, install or use third party sites, product or services while using the Website, including, without limitation, websites, widgets, software, services that interact with the Website for the purpose of enabling you to use various features of Splinterforge and Website. You acknowledge and agree that you may not be able to use all features of Splinterforge or Website in the event you choose to not use these third-party services. We do not own, control any third-party site, product, or service including Hive Network, that you might access, visit, or use. Your use of these third-party services shall be subject to such third-party terms of use or license terms and we shall not be liable for any representations or warranties or obligations made by such third-party services to you or for the acts or omissions of any such third-parties, nor will we be liable for any loss or damage that you may suffer as a result of your transactions or any other interaction with such third-parties.

Game Mechanics: Splinterforge users will be governed by and subject to the rules of play which are hereby incorporated by this reference into these Terms and accessible [here](#). You acknowledge and agree that Game Mechanics is expected to evolve with time, *inter alia*, through introduction of new rules, rewards and features and the same shall be effective immediately upon being updated on the Website. In addition to Splinterforge Cards, the current Game Mechanics intends to allow users to play Splinterforge with Splinterland Cards owned by or delegated to them. Use of a Splinterland Card by a user to play Splinterforge shall be subject to a successful authentication received by the Website of such Splinterland Card. By offering to use or use of a Splinterland Card, you represent to us that you are the rightful and exclusive owner of such Splinterland Card or otherwise have the right to use your Splinterland Card as a part of Splinterforge through the Website along and to vest rightful ownership through transfer. Website assumes no liability for sale, purchase or transfer of any third-party asset including a Splinterland Card via the Website or otherwise as a part of Splinterforge, nor does it assume any liability for sale of an Asset by a third-party, nor does it claim to be a party to such transactions or in any manner benefits or receives any remuneration. We further deem it fit to clarify that the Website, Splinterforge and any elements thereof, are conceptualised, developed, owned and operated by the Entity which is a distinct entity from Splinterlands and has no association or affiliation whatsoever with Splinterlands.

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Prohibited Activities: You agree not to interact or authorise any other on your behalf to interact or otherwise promote or facilitate interaction on the Website in a manner that (i) is contrary to the Terms or Game Mechanics; or (ii) as per our determination, amounts to be cheating, farming, or such other activity which may adversely impact Splinterforge or Website experience by others; or (iii) that has the potential to offer a user an unfair advantage over another or automates aspects of gameplay, or other unfair practises such as creation or use of multiple logins, sharing your account, participating in win trading with other users or otherwise acting contrary to the spirit of Splinterforge. Engagement in any prohibited activities may result in restriction, suspension or termination of your use or access to Website or Splinterforge.

Marketplace: The Website may provide a marketplace for you to buy, sell and transfer Assets purchased or earned by you through the Website. Assets may be sold or transferred through posting a valid listing that provides Asset description along with its value and any other relevant terms. We do not offer any Asset for re-sale. We do not verify any Assets offered on the marketplace nor do we assume any liability for transactions on the marketplace including without limitation, Asset description, buyer or seller conduct, ownership and delivery of Asset. All aspects of transactions on the marketplace remain exclusively between the seller and purchaser. For each transaction that takes place on the marketplace, a portion of the price paid will be retained by the Website.

Communication: We may host or facilitate a Discord communication server, publish posts or blogs on PeakD, in-game communication or other forums on which you may have the option to publish, submit, or otherwise post reviews and comments or publicly communicate with other users. We ask you to limit your discussions to topics that are relevant to the Website or Splinterforge. In any such communication or your participation in Splinterforge, you agree to comply with the applicable laws of your jurisdiction. In addition, you acknowledge to adhere to these Terms and not host, display, upload, modify, publish, transmit, update or share any information to which you do not have any right or is a business advertisement, spam, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, involves religious debates, is invasive of another's privacy, is hateful or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever; harms minors in any way; infringes any patent, trademark, design,

copyright or other proprietary rights; violates any law for the time being in force; deceives or misleads the addressee about the origin of such messages; impersonates another person; contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; causes incitement to the commission of any punishable offence or prevents investigation of any offence or violate any rights of any party, including privacy rights, publicity rights, and intellectual property rights. We reserve the right to remove any communication or restrict any participation, which we, in our sole discretion, deem to be inappropriate. By participation or engaging in such communication, you grant us a perpetual, worldwide and royalty-free license to use, display, reproduce, distribute, modify, delete from, add to, prepare derivative or publish such communication, in any media formats, channels or platforms now known or hereinafter created.

Your Information: Any of your data and information we collect or you use to access Website with, is subject to Privacy Policy which is hereby incorporated by this reference into these Terms and accessible [here](#). You grant us a limited licence to copy, transmit, store and back-up or otherwise access your information solely to offer you access to the Website, diagnose problems with the Website and enhance or otherwise modify the Website. You acknowledge, consent and agree that Website may access, preserve, transfer and disclose your information subject to the Privacy Policy, if required to do so by law to co-operate with mandated government and law enforcement agencies or to any private parties by an order under law for the time being in force to enforce and comply with the law including to various tax authorities upon any demand or request by them or in a good faith belief that such access, preservation, or disclosure is reasonably necessary to: (i) comply with legal process and/or any applicable law in the territory; (ii) enforce these Terms; or (iii) protect the rights, property or personal safety of Website, its users and the public.

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Intellectual Property Rights

- (i) You acknowledge and agree that Entity owns and retains all rights including all intellectual property rights to the Website, Splinterforge and all features, functionalities and elements forming a part thereof, including without limitation, (a) Game Mechanics (rules of the game and the way it is played); (b) software and code that powers Splinterforge, Website and its user interface, including HTML, CSS, and JavaScript; (c) music, sound effects or other audio elements included in the Website or Splinterforge; (d) artwork, visual interface, graphics, design and look and feel of the Website and Splinterforge; (e) illustrations, graphics, and other visual elements of Splinterforge's Cards; (f) characters depicted in the Cards, their titles, description, attributes, outward appearances, strengths and likeness; and (g) domain name, trade name and trade dress associated with the Website, Splinterforge and Entity.
- (ii) You agree to not copy, archive, reproduce, distribute, disseminate, publish, broadcast, display or create derivative works from, offer for sale, or use (except as expressly permitted under the Terms) the proprietary of Entity or any element thereof including as aforementioned. You also agree not to decompile, reverse engineer or disassemble any software, products or processes accessible through the Website or otherwise breach any intellectual property rights related to Website, Splinterforge or Entity. Except as expressly set forth herein, your use of the Website or Splinterforge does not grant you ownership of or any other rights with respect to any element forming a part of proprietary of Entity, including as aforementioned .
- (iii) Notwithstanding anything to the contrary in these Terms or elsewhere, we may monitor, analyse and compile statistical and performance information based on and/or related to your use of Website

or Splinterforge, in an aggregated and anonymized format. You agree that we may make such analytics publicly available, provided that it: does not contain identifying information; is not compiled using a sample size small enough to make the underlying data identifiable. We own all right, title and interest in and to the analytics and all related software, technology, documentation and content provided in connection with the analytics, including all intellectual property rights in the foregoing.

Restriction: You must not, access or use the Website or Splinterforge or promote, permit or otherwise facilitate access or use of the Website or Splinterforge, in any way which (i) is in breach of any applicable laws or which infringes any person's rights; (ii) introduces malicious programs into our hardware and software, including viruses, worms, trojan horses and e-mail bombs; (iii) utilises the Website to carry out security breaches or disruptions of a network, including without limitation any access of data where you are not the intended recipient or logging into a server or account that you are not expressly authorised to access or corrupting any data (including network sniffing/monitoring, pinged floods, packet spoofing, denial of service and forged routing information for malicious purposes); (iv) has the intent to interfere with, or disable, any person's use of the Website or Splinterforge.

Suspension, Restriction and Termination

- (i) You agree and acknowledge that we have the right to suspend, restrict or terminate your access to the Website, Splinterforge or Assets or any part thereof (including functionalities and features) (collectively, "**Restriction**"), without prior notice, either temporarily or permanently, on account of (a) technical or operational reasons; (b) operation of law; (c) jurisdictional restrictions; (d) your violation or threatened violation of these Terms; or (e) any reason beyond our reasonable control.
- (ii) You agree and acknowledge that we assume no liability in case of Restriction suffered by you for any reason whatsoever. Save for any Restriction on account of part (d) above, your access to the Website will be restored as soon as reasonably practicable.
- (iii) You will have an opportunity to appeal any Restriction that is on account of part (d) above by contacting us. Notwithstanding, exercise of a Restriction on account of part (d) above shall be in addition to any other remedies we may have under these Terms, at law or in equity.
- (iv) You may terminate these Terms at any time by disconnecting Hive Wallet used by you for logging in to the Website and discontinuing your access to and use of Website, Splinterforge or Assets or any part thereof.
- (v) Upon any Restriction imposed by us or termination elected by you, you may no longer have access to Assets on the Website or any data or information relating to your use of the Website or Splinterforge and you acknowledge that we will have no obligation to maintain any such information in our databases or to forward any such information to you or to any third-party.

Risk Assumption: You understand the inherent risks associated with your use or access of Website, Splinterforge or Assets, including without limitation, the following list of non-exhaustive risk

assumptions, which you understand, acknowledge and agree to undertake and be responsible for, without holding the Entity liable or responsible:

- (i) **Blockchain:** You acknowledge the inherently volatile nature of block-chain assets. You acknowledge and agree that your use of Website or utility of Splinterforge or Assets remains contingent on and can be adversely impacted *inter-alia* on account of other block-chain or digital assets, the user ecosystem in general, any change to Hive Network or any other third-party network relied upon by you.
- (ii) **Regulations:** You acknowledge the evolving regulatory regime that governs the Website, Splinterforge and related aspects in addition to limitations that may be specific to your jurisdiction. You agree that it shall be your sole responsibility to know about and ensure compliance with any current and future laws or regulations that govern or otherwise concern your use of Website, Splinterforge or Assets, including any tax related liability, filings or disclosures required to be made, without any recourse to us, nor would you hold us liable for any loss you may suffer or any liability you may incur on account of a change in the regulatory regime.
- (iii) **Network Error:** You acknowledge and agree to the risk potential associated with internet based transactions and use of an electronic wallet, including without limitation, server failure, data loss, any unauthorised access to your network, wallet or any other sensitive information, user error such as forgotten passwords, introduction of virus or malware to your system or an error in connection or other disruptions, distortions or delays in the network, however caused, and we take no responsibility or liability in respect thereof.
- (iv) **No reliance:** You confirm that your use of Website or participation in Splinterforge or any part thereof is voluntary, preceded by an independent assessment of contingencies and risk associated therewith, without limitation the aforementioned contingencies and risks, and without any direct or indirect influence by us or reliance placed on any claims made, statements issued or any other action or inaction either by us or anyone acting on our behalf or deemed as such, and you confirm to disclaim us from any liability whatsoever in respect thereof.

Linked Advertising: Website may host advertisements or links to third-party sites offering products and services. We do not endorse or sponsor such third-party sites nor are we in any way connected with or have control over such websites or destinations. Your use of or access to such third-party sites are subject to and governed by such party's terms of use. Any dealings that you may have with while using or otherwise accessing such third-party sites are between you and such third-party. We take no responsibility for any loss, liability or damage due to use or access of any third-party sites and any liability arising therefrom.

No Warranties: You acknowledge and agree that access to the Website and Splinterforge is provided to you "as is" and, to the fullest extent permitted by law, it is provided without warranties of any kind, including without limitation warranties regarding use for a particular purpose, title, completeness, merchantability, availability, compatibility, reliability or regarding uninterrupted, secure and error-free use and any implied warranties are hereby disclaimed. You further acknowledge and agree that warranty disclaimers and limitations of liability set forth herein are reasonable and form an essence to the agreement between you and us and that we will not be able to provide the Website or Splinterforge without these limitations.

LIMITATION OF LIABILITY: IN NO CASE SHALL THE WEBSITE, ENTITY OR ITS ASSIGNORS OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF WEBSITE, SPLINTERFORGE OR ASSETS OR ANY TRANSACTIONS CONTEMPLATED HEREUNDER OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR ACCESS OR USE OF THE WEBSITE, SPLINTERFORGE OR ASSETS, CLAIMED ON ANY ACCOUNT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, GOODWILL OR BUSINESS REPUTATION, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ERRORS OR OMISSIONS OR ANY OTHER INTANGIBLE LOSS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WHERE THE LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR ALL OR ANY OF THE EXCLUSIONS AS SET OUT ABOVE, IN SUCH JURISDICTIONS, THE WEBSITE'S LIABILITY SHALL BE EXCLUDED AND LIMITED TO THE FULLEST EXTENT PERMISSIBLE UNDER LAW. YOU AGREE THAT OUR TOTAL, AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS THAT DO NOT FALL WITHIN THE EXCLUSION ABOVE AND ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR ACCESS TO OR USE OF (OR YOUR INABILITY TO ACCESS OR USE) ANY PORTION OF THE WEBSITE, SPLINTERFORGE OR ASSETS WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, IS LIMITED TO CAD 10

Indemnity: You agree to defend, indemnify and hold harmless, the Entity, its advertisers, licensors, suppliers or partners from and against any claim, liability, loss, damage, cost or debt (actual and consequential) of any kind or nature, suit, judgment, litigation cost, and attorneys' fees arising out of or in any way related to (i) your breach of these Terms, (ii) your unauthorised, improper or wrongful use of the Website, and (iii) your violation of any third party right or applicable laws, rules or regulations. You agree that Splinterforge will have control of the defence or settlement of any such claims. This indemnification obligation will survive the expiry or termination of these Terms.

Governing Law and Dispute Resolution: The relationship between you and Entity, these Terms and each of the transactions contemplated by or delivered under or in connection therewith are governed by and are to be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and treated in all respects as an Ontario contract. Any claim arising out of or relating to these Terms or use of Splinterforge shall be settled by arbitration in accordance with the Arbitrations Act 1991 (Ontario). The arbitral panel shall be composed of three arbitrators, appointed as follows: each party shall appoint an arbitrator, and the two arbitrators so appointed shall appoint a third arbitrator who shall act as president of the tribunal. Parties while nominating one arbitrator each and the two arbitrators while nominating the president of the Tribunal shall ensure the arbitrator has substantial experience in resolving disputes relating to or involving cryptocurrency, block-chain technology or non-fungible tokens. The place of arbitration shall be London, Province of Ontario, Canada. The language of arbitration shall be in English. The arbitral tribunal appointed under this clause shall be authorized to issue provisional or conservatory measures. The arbitration award shall be final and binding on the parties hereto. Each party shall bear its own costs relating to such arbitration, the parties shall equally share the arbitrators' fees, and the arbitration and all related proceedings and discovery shall take place pursuant to a protective order entered by the arbitrators that adequately protects the confidential nature of the parties' proprietary and confidential information. In no event shall any arbitration award provide a remedy beyond those permitted under the Terms, and any award providing a remedy beyond those permitted under the Terms shall not be confirmed, no presumption of validity shall attach, and such award shall be vacated. No claim may be brought as a class action, combined or consolidated with any other proceeding, nor may any proceeding be pursued in a representative capacity

or on behalf of a class. Neither party has the right to act as a class representative or participate as a member of a class of claimants with respect to any claim.

Changes: Website reserves the right, at any time, without notice, to update, revise, supplement, and otherwise modify these Terms or impose new or additional rules, policies, terms or conditions on your use of Website or Splinterforge (collectively, "Changes"). Any material Changes will be posted on the Website and will be effective immediately after such posting and thereafter incorporated into these Terms. Your continued use of Splinterforge or Website will be deemed to constitute your acceptance of such Changes.

General: These Terms are an electronic record generated by a computer system and do not require any physical or digital signature. These Terms constitute the entire agreement between you and Website and govern your use of Splinterforge, Website and any transactions contemplated hereunder and supersede any prior agreements. If any provision of these Terms is held invalid, void, or unenforceable by a competent authority or owing to operation of any legislation, then such provision shall be considered severable from the remaining provisions, and the remaining provisions shall be given full force and effect. Your representations, undertakings, and warranties and the clauses relating to indemnities, limitation of liability, grant of license, governing law, confidentiality shall survive the efflux of time and the termination or expiry of these Terms. Our failure to insist upon or enforce your strict compliance with the Terms will not constitute a waiver of any of our rights. We may automatically assign this this agreement or any transactions contemplated hereunder without prior notice. Your legal notices to us must be sent to support@splinterforge.com.