

Launch-in-Time Game Terms and Conditions

Game Terms and Conditions for Aark Digital Launch-in-Time Game

These Terms and Conditions for Launch-in-Time ("Game Terms and Conditions") govern your participation in the Aark Digital Launch-in-Time Game (the "Game") provided by Aark Digital ("we", "our" or "us"). By participating in the Game, you agree to comply with these Game Terms and Conditions. By participating in the Game, Participant also agrees to all the conditions in the general Terms and Conditions provided on Aark Digital's website. If there are any conflicts between the two documents, these Game Terms and Conditions shall prevail. Please read them carefully. Participants acknowledge their compliance with these Game Terms and Conditions and agree to adhere to all applicable federal, state, and local laws, rules, and regulations.

1. Eligibility

The Game is open to individuals who are residents of countries or territories where the Game is legally available, as determined by Aark Digital in its sole discretion. Participants must be at least eighteen (18) years of age or the legal age of majority in their jurisdiction. Employees, officers, and representatives of Aark Digital, as well as their immediate family members, are not eligible to participate in the Game.

2. How to Play

The Game will begin and end at the times specified by Aark Digital (the "Game Period"). Details on how to play and participate in the Game will be provided by Aark Digital. Participants must follow the instructions and rules set forth by Aark Digital to enter and play the Game.

Participants understand that the Game is operated in a decentralized manner and could be exposed to errors from the underlying blockchain, contract risks, and others.

Participants should not employ any scripts, computer programs, robotic repetitive actions, macros, automatic or programmed entry methods, or similar automated

techniques or agents to submit entries. The use of such methods or agents will result in the disqualification of all entries submitted.

3. Prize

Aark Digital may offer prizes ("Prize") to Participants of the Game. The nature and details of the Prize will be determined by Aark Digital at its sole discretion and will be communicated to Participants. Aark Digital reserves the right to substitute the Prize with an alternative if necessary. Aark Digital also reserves the right to disqualify a user if the account is found to be involved in any manipulative behavior, including wash trading, massive wallet usage by a few individuals or fake accounts, and others.

4. Winner Selection and Notification

Winners of the Game will be selected by Aark Digital according to the criteria specified by Aark Digital at its sole and exclusive discretion. The selection process may include factors such as gameplay performance, completion of specific tasks, or other relevant considerations.

Winners will be notified by Aark Digital within a reasonable time after the end of the Game Period. Aark Digital will use the contact information provided by Participants to notify the winners. If a winner cannot be reached or fails to respond within a specified timeframe, the winner may forfeit the Prize.

5. Liability Release and Indemnity

By participating in the Game, you agree to release, indemnify, and hold harmless Aark Digital and its respective directors, officers, employees, and agents from any liability, claims, damages, losses, or expenses, including attorneys' fees, arising out of or in connection with your participation in the Game or the acceptance, use, or misuse of the Prize.

6. Intellectual Property

By participating in the Game, you acknowledge and agree that all intellectual property rights, including but not limited to copyrights, trademarks, and trade secrets, associated with the Game and any related materials are owned by Aark Digital. You shall not use or reproduce any intellectual property without the prior written consent of Aark Digital.

7. Modifications and Termination

Aark Digital reserves the right to modify, suspend, or terminate the Game, in whole or in part, at any time and for any reason, without prior notice. Aark Digital also reserves the right to amend or modify these Game Terms and Conditions at its sole discretion. It is your responsibility to review the updated Game Terms and Conditions periodically.

8. Limitation of Liability

Aark Digital and its affiliates shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to loss of profits, data, or use, arising out of or in connection with your participation in the Game or the use of the Prize. Some jurisdictions may not allow the exclusion or limitation of liability for certain damages, so the above limitations may not apply to you.

9. Governing Law and Jurisdiction

These Game Terms and Conditions shall be governed by and construed in accordance with the laws of Singapore. Any dispute arising out of or in connection with the Game or these Game Terms and Conditions shall be submitted to the exclusive jurisdiction of the courts of Singapore. Any Dispute may be resolved by confidential, binding arbitration to be seated in Singapore and conducted in the English language by a single arbitrator pursuant to the Arbitration Rules of the Singapore International Arbitration Center.

10. Entire Agreement

These Game Terms and Conditions constitute the entire agreement between you and Aark Digital regarding the Game and supersede any prior agreements, understandings, or representations, whether oral or written.

11. Severability

If any provision of these Game Terms and Conditions is deemed invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

12. Prohibited Activities

By participating in the Game, you confirm that you will not engage and are not engaged in the following prohibited uses.

- Participant and Participant's capital is not involved in money laundering, terrorist financing, fraud, and other financial crimes both directly and indirectly.
- You are not a resident, citizen or agent of, or incorporated in, and do not have a registered office in Iran, Cuba, North Korea, Syria, Myanmar, and other countries included in the comprehensive OFAC sanction lists(<https://ofac.treasury.gov/sanctions-programs-and-country-information>).
- ALL USERS OF PARTICIPANTS ACKNOWLEDGE AND DECLARE THAT THEIR FUNDS COME FROM LEGITIMATE SOURCES AND DO NOT ORIGINATE FROM ILLEGAL ACTIVITIES; USERS AGREE THAT WE MAY REQUIRE THEM TO PROVIDE OR OTHERWISE COLLECT THE NECESSARY INFORMATION AND MATERIALS AS PER RELEVANT LAWS OR GOVERNMENT ORDERS TO VERIFY THE LEGALITY OF THE SOURCES AND USE OF THEIR FUNDS.

Disclaimer: Game and Investment Risk

The Aark Digital Button Game involves virtual assets and carries inherent risks. The value of virtual assets can fluctuate greatly, and there is a possibility of loss. Please be aware that investing in virtual assets is a personal decision, and you should carefully evaluate the risks involved before participating in the Game.

We emphasize that you are solely responsible for your investment decisions. Aark Digital does not assume liability for any losses you may incur during the Game. Past performance is not indicative of future results.

It is essential to invest only in products that you are familiar with and understand the associated risks. Prior to making any investment, we recommend carefully considering your investment experience, financial situation, investment objectives, and risk tolerance. It is advisable to consult an independent financial advisor who can provide personalized advice based on your specific circumstances. Please note that this information is not intended as financial advice.

The Prize offered in the Aark Digital Button Game is provided "as is" without any warranty or guarantee, either expressed or implied, by Aark Digital or any other entities associated with the Game. In no event shall Aark Digital or the Related Entities be liable to Participants for any direct, special, incidental, exemplary,

punitive, or consequential damages, including loss of use, data, business, or profits, arising out of or in connection with their participation in the Game. This limitation of liability applies to claims based upon contract, warranty, tort (including negligence), strict liability, or any other legal theory, regardless of whether Aark Digital and/or any Related Entities have been advised of the possibility of such loss or damage.

Certain jurisdictions may not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

By participating in the Game, Participants agree to indemnify, defend, and hold harmless Aark Digital and any other Related Entities from any and all liability for any claims, damages, injuries, or losses of any kind. Participants also release all rights to bring any claim, action, or proceeding arising out of, in connection with, or relating to: (i) their participation in the Game; (ii) without limitation, death, physical harm, or property damage arising directly or indirectly from the acceptance, possession, misuse, or use of the Prize; (iii) defamation, violation of publicity rights, or invasion of privacy in connection with the Game or acceptance and use of the Prize; (iv) copyright infringement, trademark infringement, or any other intellectual property-related cause of action arising from or related to the Game, the Prize, or Aark Digital's advertising and marketing related to the Game, Participants, or winners; (v) unauthorized human intervention in the Game; (vi) technical errors related to computers, servers, providers, or telephone or network lines; (vii) printing errors; (viii) lost, late, postage-due, misdirected, or undeliverable mail; (ix) errors in the administration of the Game or the processing of entries; or (x) injury or damage to persons or property, including to any computer or mobile device systems resulting from participation in or accessing or downloading information in connection with the Game, which may be caused, directly or indirectly, in whole or in part, by the Participant's participation in the Game or receipt or use of any Prize. Participants assume all liability for any injury or damage caused or claimed to be caused by participation in the Game, or the acceptance, receipt, or use of the Prize or any Prize component. Furthermore, Participants agree that in any cause of action, Aark Digital and/or the Related Entities' liability will be limited to the value of the Prize, and under no circumstances shall Aark Digital or the Related Entities be liable for attorney's fees.

Aark Digital and the Related Entities assume no responsibility for entries that are stolen, late, lost, illegible, incomplete, invalid, unintelligible, altered, tampered with, unauthorized, fraudulent, damaged, destroyed, delayed, misdirected, not delivered, not received, or that have incorrect or inaccurate entry information, whether caused

by any equipment or programming associated with or utilized in the Game, or by any human, mechanical, or electronic error that may occur in the processing of entries in the Game. Aark Digital and the Related Entities assume no responsibility for any typographical or other error in the printing of the offer or administration of the Game, errors in processing entries, identifying the winners, in the announcement of the Prize and winners, the delivery of the Prize, any problems or technical malfunction of any telephone network or lines, computer systems, online systems, servers, or providers, computer equipment, software, failure of any email on account of technical problems or traffic congestion on the internet or on any website, including Aark Digital's website, or any combination thereof, including, without limitation, any injury or damage to a Participant's or any other person's computer system or software related to or resulting from participation in or uploading any materials or downloading any materials related to the Game. The use of any device to automate or subvert entry is prohibited, and any entries received by such means will be void. Aark Digital reserves the right, in its sole discretion, to disqualify any person suspected or found (i) to have tampered with the entry process or the operation of the Game; (ii) to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten, or harass any other person; (iii) to display behavior that would bring such winner, Aark Digital, or the Related Entities into disgrace; (iv) to have provided inaccurate information on any legal documents submitted in connection with the Game; or (v) to be acting in violation of these Game Terms and Conditions.

Any violation of these Game Terms and Conditions by a winner will result in immediate disqualification as a winner of the Game, and all privileges as a winner will be terminated.

General Terms:

Aark Digital and the Related Entities reserve the right to cancel the Game at any time, including during the Game Period, or to amend the Terms of the Game for any reason, with or without cause. Aark Digital and the Related Entities shall not be responsible if the Game cannot take place or if the Prize cannot be awarded due to delays, interruptions, or failures resulting from acts of God, war, natural disasters, weather, acts or threats of terrorism, strikes, lockouts, labor disputes, work stoppages, fire, acts of government, or other events beyond their reasonable control. If, for any reason, the Game is not capable of running as planned, including, without limitation, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of Aark Digital or the Related Entities, which, in Aark Digital's sole

determination, corrupts or affects the administration, security, fairness, integrity, or proper conduct of the Game, Aark Digital reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Game or any part of it. If the Game or any part of it is terminated or modified before the closing of the Game Period, notice will be given through appropriate channels determined by Aark Digital. Aark Digital and the Related Entities also reserve the right to amend these Game Terms and Conditions during the Game Period.

Any attempt by any person to deliberately damage or undermine the legitimate operation of the Game may be in violation of criminal and civil law. Should such an attempt be made, Aark Digital reserves the right to seek remedies and damages (including attorneys' fees) to the fullest extent permitted by law.

The invalidity or unenforceability of any provision of these Game Terms and Conditions shall not affect the validity or enforceability of any other provision. In the event that any provision of these Game Terms and Conditions is determined to be invalid, unenforceable, or illegal, the other provisions shall remain in effect and shall be construed in accordance with their Terms as if the invalid, unenforceable, or illegal provision were not contained herein. Aark Digital's failure to enforce any term of these Game Terms and Conditions shall not constitute a waiver of that term or any other provision of these Game Terms and Conditions. Participants agree to waive any rights to claim ambiguity of these Game Terms and Conditions.