#### TIME FARM

#### TERMS AND CONDITIONS

#### **BACKGROUND**

Time Farm is a game that issues tokens as a reward for playing the game.

## 1. ACCEPTANCE OF THESE TERMS AND CONDITIONS

Our game is only available to you upon acceptance of these terms and conditions. By playing our game, you agree that you have read, understood, and agree to be bound by all of these terms and conditions. If you do not agree and/or accept all of these terms and conditions of use, then you are expressly prohibited from using our services and you must discontinue use immediately.

## 2. CHANGES TO THESE TERMS AND CONDITIONS

Supplemental terms and conditions or documents that may be posted by us from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason. We will alert you of any changes by updating the "Last Updated" date of these Terms and Conditions, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms and Conditions to stay informed of updates. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of Time Farm after the date such revised Terms and Conditions are posted.

### 3. APPLICATION OF THESE TERMS AND CONDITIONS

These Terms and Conditions apply to all users participants of the Time Farm game, including individuals, merchants, and legal entities.

## 4. GAME PLAY

You understand the gameplay is for recreational and entertainment purposes only. Any tokens received from the game have no intended monetary value and is used to facilitate the game and nothing more.

### 5. IN-GAME PURCHASES

You acknowledge and agree that Time Farm may offer in-game assets for purchase. These in-game assets are optional and are not required to play the game. Time Farm does not bear any responsibility for these in-game assets, and purchases are made at the player's discretion. Players are fully responsible for their own decisions regarding the purchase of in-game assets. Purchases can be made using cryptocurrencies on various blockchains as well as Stars, the payment currency of Telegram.

### 6. INTELLECTUAL PROPERTY RIGHTS

You acknowledge and agree that Time Farm retains all rights, title, and interest in and to all copyrights, trademarks, trade secrets, patents, and any other proprietary rights in Time Farm it's airdrop, and all content therein. You acknowledge and agree that "Time Farm", their trademarks, service marks, logos and graphics are the registered trademarks or trademarks of Time Farm.

You are not permitted to create, for commercial use, fan art (digital or physical), merchandise, or similar content stemming from Time Farm and its affiliated links and projects.

### 7. DATA PROTECTION

In order to provide you with access to Time Farm, you acknowledge and agree Time Farm may collect, store, and process your personal data and/or information.

#### 8. USER REPRESENTATIONS

You acknowledge and agree that Time Farm does not provide any advice, guidance, or recommendations on the opportunity to invest into, disinvest from, or remain invested in any currency or asset. If you are considering purchasing an asset of any kind as an investment, you should first contact your financial advisor for any such advice, guidance, or recommendation.

By participating in Time Farm, you warrant that you are a bona fide participant of Time Farm. By participating in Time Farm you confirm that you will not use Time Farm's Services in connection with any of the following businesses, activities, practices or items, or any criminal activities whatsoever, including but not limited to:

- (a) Terrorist financing;
- (b) Money laundering;
- (c) Illegal gambling
- (d) Distributing or funding drugs and drug paraphernalia;
- (e) Malicious hacking including payments for ransomware;
- (f) Any business activity we believe poses elevated financial risk, including legal liability, pyramid schemes, network marketing, and referral marketing programs;
- (g) Knowingly or recklessly providing us with inaccurate or incomplete information through Time Farm;
- (h) Reverse engineering, disassembling, or otherwise attempting to construct, copy, or replicate Time Farm's source code, formulas, or processes;
- (i) Interfering with the security of Time Farm or the safe use of Time Farm by others (including without limitation by way of distributing viruses, corrupted files, or other similar software or programs that may damage the operation of any computer hardware or software or which are otherwise directed at Time Farm or its users);
- (j) Using this Airdrop for any purpose that is unlawful or prohibited or in a way which infringes the intellectual property rights or other rights of any person (including us);

- (k) Knowingly or recklessly using and/or taking advantage of a technical or technological error, loophole, or glitch on Time Farm's Airdrop and Services;
- (l) Using Time Farm or the information contained in it for commercial purposes which are competitive to Time Farm or our business or which would otherwise be detrimental or prejudicial to our interests in any way;
- (m) Using systematic, repetitive, or other related methods which are designed to generate or obtain repetitive and repeated amounts of data or other information from or to Time Farm or which may otherwise place an unreasonable load on the infrastructure of Time Farm;
- (n) Publishing, posting, distributing, disseminating, or sending 'spam material' or engaging in any communication that is offensive, false, unlawful, defamatory, indecent, unfair or inappropriate in any way to others, which would reasonably be considered 'spam' or which is deliberately false, misleading, or deceptive (or likely to mislead or deceive);
- (o) Collecting or storing personal data about other users of Time Farm; or
- (p) Doing anything else which may interfere with or negatively affect the operation of our Airdrop, Services, or other users.

## 9. PROHIBITED ACTIVITES

You may not access or use the Time Farm for any purpose other than that for which we make it available for. Time Farm may not be used in connection with any commercial endeavours except if agreed to in a binding legal contract with Time Farm.

The prohibited activities with regards to Time Farm include, but are not limited to:

- Systematically retrieving data or other content from Time Farm to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us;
- Using Time Farm in any unauthorised manner, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretences;
- Using a buying agent or purchasing agent to make purchases on Time Farm;
- Using Time Farm to advertise or offer to sell goods and services;
- Circumventing or disabling or otherwise interfering with security-related features of Time Farm, including features that prevent or restrict the use or copying of any Airdrop content or enforce limitations on the use of Time Farm and/or the content contained therein;
- Engaging in unauthorised framing of or linking to Time Farm;

- Defrauding or misleading us and/or other users, especially in any attempt to learn sensitive account information such as user password;
- Improperly using our support services or submitting false reports of abuse or misconduct;
- Engaging in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools;
- Interfering with, disrupting, or creating an undue burden on Time Farm or the networks or services connected to Time Farm;
- Attempting to impersonate another user or person or use the username of another user;
- Selling or otherwise transferring your profile;
- Using any information obtained from Time Farm in order to harass, abuse, or harm another person;
- Use of Time Farm as part of any effort to compete with us or otherwise use Airdrop and/or the content contained within for any revenue-generating endeavour or commercial enterprise;
- Deciphering, decompiling, disassembling, or reverse engineering any of the software comprising or in any way making up a part of Time Farm;
- Attempting to bypass any measures of Time Farm designed to prevent or restrict access to Time Farm, or any portion of it;
- Harassing, intimidating, or threatening any of our employees or agents engaged in providing any portion of Time Farm to you;
- Deleting copyright or other proprietary rights notice from any content from or derived from Time Farm;
- Copying or adapting Time Farm's software, including, but not limited to HTML, JavaScript, or other code;
- Uploading or transmitting (or attempting to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of Time Farm or that modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of Time Farm;
- Uploading or transmitting (or attempting to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, clear graphics interchange formats ("GIFs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "PCMs");

- Except as may be the result of standard search engines or Internet browser usage, using, launching, developing, or distributing any automated system, including, without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses Time Farm, or using or launching any unauthorised script or other software;
- Disparaging, tarnishing, or otherwise harming, us and/or Time Farm, such harm which is assessed and judged at our sole discretion and opinion; and
- Using Time Farm as a minor (under the age of 18 years old).
- Using Time Farm in a manner inconsistent with any applicable laws or regulations.

### 10. TAXES

You shall be solely responsible for any taxes applying to the payments you make or receive through Time Farm, and to collect, report, and remit such taxes to the appropriate tax authorities. You acknowledge and agree that, at the moment, Time Farm is not able to draft a taxation report concerning the operation executed and that it is your duty to collect all the information required by the competent tax authorities in order to comply with your tax obligations.

#### 11. THIRD PARTY WEBSITES AND CONTENT

Time Farm may contain (or you may be sent via Time Farm) links to other websites ("Third-Party Websites"), as well as articles, photograph, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through Time Farm, or any Third-Party Content posted on, available through, or installed from Time Farm, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave Time Farm and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk and you should be aware that these Terms and Conditions no longer govern your use of and interaction with these Airdrops and/or Content. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from Time Farm or relating to any applications you use or install from Time Farm.

Any purchase you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products and services offered on Third-Party Websites and we are not liable for any harm caused by your purchase of such products and services. Additionally, you agree and acknowledge that we accept no liability for any losses sustained by you or harm caused to you relating to or resulting, in any way, from any Third-Party Content or any contact with Third-Party Websites.

## 12. LIMITATION OF LIABILITY

In no event will Time Farm, its officers, shareholders, employees, agents, directors, subsidiaries, affiliates, successors, assigns, suppliers, or licensors be liable for any loss or damages, including without limitation, direct, indirect, special, consequential, or punitive loss or damages, arising from or related to Your use of Time Farm, whether in an action of contract, tort or otherwise, and regardless of whether such damages were foreseeable and whether or not Time Farm was advised of the possibility of such damages.

Without limiting the generality of the foregoing, Time Farm takes no responsibility for and will not be liable for any financial or other loss or damages arising from or related to the use of Time Farm, including, without limitation, to any of the following: (i) delays, interruption or loss of services; (ii) technical failure, malfunction or shutdown; (iii) server failure, hacks or unavailability; (iv) data loss; (v) corrupted data on Time Farm's servers; (vi) failure to update or provide correct information; (vii) "phishing" or other websites masquerading as Time Farm; (viii) stolen, lost, or unauthorised use of your means of authorization; (ix) loss of business or goodwill.

The limitation of liability set out above shall not be applicable in case of loss or damages caused by Time Farm or any of its employees by intentional misconduct or gross negligence.

Time Farm supports or is integrated with third party services. Time Farm takes no responsibility for any third-party services and will not be liable for any loss or damages caused by such third-party services.

Time Farm is provided on an "as is" and "as available" basis without any representation or warranty of any kind, whether express or implied, to the maximum extent permitted by applicable laws. Time Farm disclaims any implied warranties of title, merchantability, fitness for a particular purpose and/or non-infringement.

## 13. INDEMNIFICATION

To the fullest extent permitted under applicable laws, you agree to hold harmless and indemnify Time Farm, its officers, shareholders, employees, agents, directors, subsidiaries, affiliates, successors, assigns, suppliers, or licensors from and against all third-party claims and all liabilities, damages, assessments, losses, costs, or expenses (including reasonable attorney fees) resulting from or arising out of:

- (a) Your alleged or actual breach of these Terms, including, without limitation, Your express representations and warranties;
- **(b)** Your alleged or actual use or misuse of the Services; and
- (c) Your alleged or actual infringement or violation of any laws or of the rights of a third party.

# 14. ENTIRE AGREEMENT

These Terms constitute all the terms and conditions agreed upon between you and Time Farm and supersede any prior agreements in relation to the subject matter of these Terms, whether written or oral.

### 15. SEVERABILITY AND WAIVER

Unless as otherwise stated in these Terms, should any provision of these Terms be held totally or partially invalid or unenforceable, such invalidity or unenforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of these Terms, and the application of that provision shall be enforced to the extent permitted by applicable laws.

The failure of Time Farm to exercise or enforce any of the rights or provisions of these Terms shall not considered as a waiver of Time Farm's rights to do so.

## 16. ASSIGNMENT

Time Farm may assign these Terms and/or delegate any of its obligations hereunder, in whole or in part. You may not assign these Terms or any part of them, nor transfer or sub-license your rights under these Terms to any third party.

### 17. NO PARTNERSHIP

Nothing contained in these Terms shall be deemed or construed to create a principal and agent, partnership, or joint venture relationship between you and Time Farm.

## 18. FORCE MAJEURE

Time Farm will not be deemed in default of these Terms to the extent that performance of its obligations is delayed or prevented by reason of any external force including, without limitation, war, insurrections, bank failures, strikes, fires, floods, earthquakes, labour disputes, epidemics, governmental regulations, freight embargoes, natural disaster, act of government or any other cause beyond Time Farm's reasonable control.

## 19. GOVERNING LAW

These Terms and Conditions, and your use of Time Farm, are/is governed by and constructed in accordance with the laws of the British Virgin Islands, applicable to agreements made and to be entirely performed in Australia, without regard to its conflicts of law principles.