

END USER LICENSE AGREEMENT

IMPORTANT-READ CAREFULLY: THIS END USER LICENSE AGREEMENT (“**AGREEMENT**” “**TERMS**”) IS A LEGALLY BINDING AGREEMENT BETWEEN (I) YOU (EITHER AN INDIVIDUAL, ENTITY, GROUP OF INDIVIDUALS, WHETHER INCORPORATED OR NOT, OR ANY OTHER LEGAL OR NON-LEGAL ENTITY; hereinafter referred to as “**You**”, “**User**”, “**Player**” or “**LICENSEE**”) AND (II) M/s **KLING METaverse PVT LTD** (“**COMPANY**” or “**LICENSOR**” or “**US**”) STATING THE TERMS AND CONDITIONS THAT GOVERN YOUR USE OF OUR APPLICATION AND SERVICES, SOFTWARE, DOCUMENTATION, OR ANY PORTION THEREOF, (COLLECTIVELY “**SOFTWARE**” or “**APPLICATION**” or “**APP**” or “**IDLEMINE**”, “**SERVICE**” or “**KLING METaverse**”). PLEASE READ THIS AGREEMENT CAREFULLY. BY PURCHASING/OR USING FOR FREE, DOWNLOADING, INSTALLING, AND/OR USING THE APPLICATION, YOU CONSENT THAT YOU AGREE TO BE BOUND BY AND COMPLY WITH THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT DOWNLOAD, INSTALL AND/OR USE THE APPLICATION.

1. DEFINITIONS

1.1. “**User**”, “**you**”, or “**player**” means the person who uses the Software and services provided by the Company and accepts and agrees to be bound and abide by these Terms by: (i) installing, copying or otherwise using the App; (ii) using the App; or (iii) using any services related to the App.

1.2. “Documentation” means install scripts and online or electronic documentation associated, included, or provided in connection with the Software, or any portion thereof.

1.3. “Intellectual Property Rights” or **“IPR”** means all copyrights, trademarks, trade secrets, patents, mask works, and all related, similar, or other intellectual property rights recognized in any jurisdiction worldwide, including all applications and registrations with respect thereto. It also includes, all player data, Software data, feedback, system data, payment data wallet data, etc., collected by the Company or the Software.

2. OWNERSHIP

You agree and acknowledge that all rights, title, and interest, including IPR in and connected with the Software and the service and any and all copies thereof (including but not limited to any derivative works of titles, computer code, themes, objects, characters, character names, stories, dialogs, catch phrases, locations, concepts, artwork, graphics, animation, sounds, musical compositions, audio-visual effects, text, screen displays, methods of operation, moral rights, “applets” incorporated into the Software, and any related documentation), are owned by Company or its licensors. We do not provide you with any interest whatsoever in the IPR. Except as expressly authorized by us in writing; you shall not modify, distribute, or transmit the IPR. You shall not create works based on the IPR. If the User is found in breach of this clause, the Company shall own all right, title, and interest in any works created, adapted, distributed, or transmitted via the Software or services or any other software or service; and the Company shall be the sole owner of any works created by any user or is affiliate or associate in breach of this clause. The user shall be obliged

to execute any legal documentation to give effect to the Company's ownership rights to any works created or transmitted in the breach of the Clause.

3. LICENSE

The Company grants to you a non-exclusive, fully and unilaterally revocable, limited right and license for the duration of the License Term to install and use the Software for your personal use (the "**License**"). The License shall be non-transferrable. All rights not specifically granted under this License are hereby reserved by the Company and, as applicable, by its licensors. The Software is licensed to you, not sold. This License does not give you any title or ownership in the Software, and should not be construed as a sale or transfer of any intellectual property or other rights to the Software. There shall be no fixed term for the License. The User may, at any time terminate the License by uninstalling the Software and ceasing its use. The Company may terminate the License at any time, by banning the user from its services, with or without cause and without notice. Without prejudice to any other rights of the Company, the License shall remain in effect for as long as you use, operate or run the Software ("License Term"), or until otherwise determined by Company. The License shall terminate automatically if you fail to comply with these Terms. In such event, you must uninstall all copies of the Software.

4. AMENDMENTS, UPDATES AND OTHER MODIFICATIONS

4.1. These Terms can be found at any time on the Company's official website.

4.2. The Company may change these Terms at its sole discretion at any time, to the extent consistent to applicable laws and regulations or for any other reason.

4.3. Any material changes to these Terms will be brought to your attention as Company may determine in its sole discretion. If any such future changes to these Terms are unacceptable to you, or cause you to no longer be in compliance with this Agreement, you may terminate this Agreement and uninstall the Software. You are otherwise responsible to check the relevant page regularly to make note of any changes. Your continued use of the Software and its services means that you accept and agree to the changes of the Terms.

4.4. The Company may provide updates, patches and other modifications to the Software that must be installed for the User to continue to use the Software properly, or at all. Company may update, patch or modify the Software remotely and access the Software residing on your machine for such purpose, and you hereby grant to Company the right to deploy and apply such patches, updates and modifications. All provisions of these Terms, that refer to the Software shall also include all such patches, updates and modifications.

4.5. The Company may also upgrade, change, or terminate the Software or Software App or may discontinue offering either or both without notice to the User.

5. USE OF APPLICATION

5.1. In order to use the Application, you must be a user of a (ii) a mobile device running a compatible version of Android or iOS (as may be applicable from time to time), with means of accessing the internet through such personal computing or mobile devices (such as Wi-Fi etc.).

5.2. Any user below (i) 18 years of age; (ii) below the age of majority in the applicable jurisdiction; or (iii) individuals using the Application from jurisdictions, where it is illegal to connect to or access the Software, will not be allowed to use the Software. Any such unauthorized usage, by any unauthorized user, shall be the sole liability and responsibility of such User. The Company makes best possible efforts to prevent unauthorized usage, however, if any unauthorized person as per this clause uses the Software and services, they alone shall be liable for all civil and criminal consequences. The unauthorized user must also indemnify the Company against any legal or other liability arising from unauthorized usage.

5.3. The Company reserves the right at any time to request from you evidence of your age in order to ensure that minors are not using the Software and services. The Company further reserves the right to suspend your account and exclude you, temporarily or permanently, from using the Software if satisfactory proof of age is not provided or if it is suspected that you are Unauthorized.

6. ACCESSING THE SERVICE

As a general rule, the Software is accessible for 24 hours a day throughout the whole year. However, the accessibility of the Software is subject to the Company shutting down the service of the Software, in whole or in part, for any period the Company deems appropriate to enable the update or technical maintenance of the Software service, or any other action that the Company determines in its sole discretion. The Company may make amendments to the Software or restrict access (including cancellation, termination, modification or suspension of a User's Account or License) from all or specific Users without notice. Additionally, the Software and

the services may be unavailable depending on geographic location. The Company has restricted access to the Software in the United States of America and parts of the Republic of India such as Telangana and Nagaland. Any User using the Software from these locations is considered an Unauthorized User and is in breach of the Company's IPR. The Company shall not be liable to any civil or liability arising from such unauthorized users for any action whatsoever. Further, such unauthorized users are liable under law for unauthorizedly accessing the Company's Software and to indemnify the company from any loss or legal proceedings.

7. RESTRICTIONS

Company provides the Software and the Service to Users only for personal, non-commercial and entertainment purposes, as limited by these Terms. You agree not to violate any of these Terms. Violation of any of these Terms may lead to temporary or permanent suspension of your any registration account that you create with us in relation to the Software and the Service (“**Account**”), your access to the Software, and/or your access to the Service, and some instances may also require an investigation by the Company. You agree to only use the Software and the Service, or any part of them, in a manner that is consistent with these Terms and the License and you SHALL NOT:

- 7.1.** without written permission from Company, use, advertise or exploit in any manner the Software or the Service (in each case in whole or in part) commercially, including but not limited to use at a gaming centre or any other location;
- 7.2.** use the Software in connection with unauthorized software, applications, services, or devices, including with any third-party software not explicitly

authorised by the Company. Such use shall be illegal, voids any liabilities and covenants of the Company, and is a breach of these Terms;

- 7.3.** use the Software or the Service, or permit use of the Software or the Service, in a network, multi-user arrangement or remote access arrangement, including any online use, except as otherwise explicitly permitted by Company in writing;
- 7.4.** make copies of the Software or the Service (in each case in whole or in part), except that you may make one (1) copy of the Software for backup or archival purposes, or make copies of the materials accompanying the Software for non-commercial backup and reference only;
- 7.5.** sell, rent, lease, license, distribute, upload to any Internet server or web site, or otherwise transfer any portion of the Software or the Service or any copies without the express prior written consent of Company which may involve the payment of a fee (for the Account and, separately, any digital assets).
- 7.6.** reverse engineer, derive source code, modify, decompile, disassemble, or create derivative works of the Software or the Service (in each case in whole or in part) or infringe any patent, trademark, copyright or other proprietary rights, except as the applicable law expressly permits, in which case all and any lawful modifications, adaptations, improvements, etc., and all copyrights therein, shall be deemed assigned to, and shall belong to, vest in and be the exclusive property of Company and/or its licensors on creation, in any event); and all moral rights (these include the right to be credited as the author of a work and the right to object to derogatory treatment of a work) therein shall be deemed waived (which means you will not be able to enforce your moral rights);
- 7.7.** remove, disable or circumvent any security protections or any technical measures that control access to the Software or the Service;

- 7.8. upload, modify, share, display or publish any information that contains software viruses or any other computer code, files or programs designed to interrupt, destroy, limit, or delimit the functionality of any computer resource;
- 7.9. remove, modify, deface or circumvent any proprietary notices or labels contained on or within the Software or the Service;
- 7.10. export or re-export the Software or the Service any copy or adaptation of the Software or the Service in violation of any applicable laws or regulations;
- 7.11. create data or executable programs that mimic data or functionality in the Software or the Service;
- 7.12. steal and/or publish information belonging to others (including but not limited to personal information, non-personal information and payment information) without requisite consent or a license;
- 7.13. impersonate any person, including the Company, our affiliates, our designated partners, our designated representatives, or our employees;
- 7.14. harm the reputation of Company, our affiliates, our service providers or licensors, or the reputation of the Software or the Service;
- 7.15. post, link to, advertise, promote, or transmit anything that is illegal, invasive of privacy, harmful, threatening, abusive, blasphemous, harassing, tortious, disparaging, defamatory, vulgar, sexually explicit, pornographic, paedophilic, libellous, obscene, hateful, racially or ethnically offensive, or relating to or encouraging money laundering or gambling;
- 7.16. take advantage by exploiting, deceiving or misleading others in any way whatsoever;
- 7.17. use the Software or Service (in each case in whole or in part) in a manner that is related to illegal activities or any action that negatively impacts the delivery of the Software or Service;

- 7.18.** exploit errors and bugs found while playing the Software or using the Service; or create any program, hack, application, etc., by whatever name called, to exploit any vulnerability in the Software code or otherwise to take undue advantage, or to cheat the Software, or to make any unlawful gains, or in anyway use the Software in a manner that it is not intended to be used by the Company.
- 7.19.** violate any applicable law, rule, or regulation in connection with your access or use of the Software or Services;
- 7.20.** access or use the Software or the Service for any purpose that is beyond the scope of the Software's or the Services' intended use (in Company's sole judgment);
- 7.21.** use / develop / advertise / trade / distribute unauthorized programs, including but not limited to, any programs that intercept communication between a Software and a Software server; any unauthorized third party programs or hardware devices that may affect the Software or normal Software operation, including but not limited to, hacks, cheats, helpers, bots, scripts, trainers, automatic programs, programs that collect or modify Software data by reading the Software memory.
- 7.22.** disrespect or use offensive words, symbols, or other communication (determined by context and in Company's sole discretion) towards others, including based on their race, gender, nationality or otherwise;
- 7.23.** upload, modify, share, display or publish any information that is harmful to minors; or
- 7.24.** Any action which is not defined in these Terms that negatively impacts the delivery of the Software or the Service or negatively affects other players may be subject to warning and penalty, including termination of the License. Further any User found in violation of this Clause shall be solely liable for any loss, direct or remote, caused to the Company due to such breach. The violating user shall also be responsible for the loss

caused to any other users. In addition to this, the violating user shall also be responsible for civil and criminal action as per law.

7.25. You agree to abide by any safety information, security instructions, required updates, or any other relevant notices contained in the manual or otherwise associated with the Software or Service.

8. DISCLAIMERS

The Company will not be responsible for:

- 8.1.**any interruption of the Service, use of the Software, the Service, or termination of an Account due to the User's or the Company's fault and any loss resulting therefrom whatsoever;
- 8.2.**any action of a telecommunications provider to cease or fail to provide the telecommunication service;
- 8.3.**any unavoidable reasons that caused Service failure, such as maintenance, replacement, regular inspection, construction, etc. save in respect of intentional or malicious negligence of the Company;
- 8.4.**any problems caused by the User's device or problems related to the network environment;
- 8.5.**the information, data, facts, reliability, accuracy, etc. posted or transmitted by the User or a third party in the Service or on the official website of the Company;
- 8.6.**anything which is the responsibility of a third-party;
- 8.7.**when Users fail to receive the results expected in Software; the Company is not responsible for any loss, monetary or otherwise, involved when making selections or using the Service;
- 8.8.**Any issue or problem arising from the third-party wallet provider or the financial services provider associated with the Company, resulting in a loss monetary or otherwise.

8.9. Any loss monetary or otherwise, caused due to any reason or anyone's fault whatsoever to the User while using the Company's Software and Services.

8.10. circumstances in which the Company limits the use of Service from Users in accordance with the relevant laws and/or government policies.

9. WARRANTY DISCLAIMERS

The Company does not make any promises regarding your use of the Software and Service. The Software and Service are provided "as is" and "as available," without warranty of any kind (including any implied warranty of merchantability, non-infringement, or fitness for a particular purpose), to the maximum extent permitted by law. Use of the Software and Service is at your sole risk. Specifically, the Company does not make any promises that you will be able to enjoy continuous, error-free, secure or virus-free operation of the Software, Service or your Account.

10. LIMITATION OF LIABILITY AND INDEMNIFICATION

10.1. The Company will not be responsible for any damage or loss caused to you where such damage or loss is not reasonably foreseeable to you and us when you use the Software or Service, including where the damage or loss results from our breach of these Terms.

10.2. The Service may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our reasonable control. Except as set out elsewhere in these Terms we will not be liable to you or to any other person in the event that all or part of the Service is unavailable, discontinued, modified or changed in any way.

10.3. The Company is not responsible for any loss caused due to the use of the Cryptocurrency offered as rewards for the games offered by the Company's Software, or due to any depreciation in the value thereof. The Company is also not responsible for any loss due to the malfunction, loss, hack, etc., of the associated third-party wallet or payment service used along with the Company's Software.

10.4. The Company does not accept any responsibility for:

10.4.1. any damage or loss caused to you where you are not entering into these Terms as an authorized user as per these terms;

10.4.2. any failure, any suspension and/or any termination of access to the Software or the Service or any content in connection with or arising out of a force majeure event. In these Terms, a "force majeure" event shall include, without limitation, strikes, lock-outs or other industrial disputes, nuclear accident or acts of God, war or terrorist activity, riot, civil commotion, malicious damage, compliance with any law or government order, rule regulation or direction, accident or breakdown of plant or machinery, fire, flood, storm or default of suppliers, and where they are beyond our reasonable control, any other acts, events, omissions or accidents; and/or

10.4.3. any claims brought against you by a third party except as stated in these Terms.

10.5. You agree to indemnify the Company, its partners, affiliates, contractors, licensors, officers, directors, employees, and will defend, protect, indemnify and hold harmless to Company from any claims, lawsuits, damages, losses, liabilities and expenses (including reasonable legal and attorneys' fees) arising directly or indirectly out of or in conjunction with your acts or omissions including use, or misuse of the Software or Service and breach by you of these Terms. Company reserves

the right to assume exclusive defence and control over all matters subject to indemnification by players.

11. TRADEMARKS AND COPYRIGHTS

KLING METaverse, the **KLING METaverse** logo and other **KLING METaverse** trademarks, service marks, graphics, and logos used in connection with the **KLING METaverse** Platform are trademarks or registered trademarks of **the Company** and/or its Affiliates in various jurisdictions. You are not granted any right or license with respect to any of the aforesaid trademarks and any use of such trademarks. Further, all copyright in and to the **KLING METaverse** Platform and/or the Content is the copyright of Company and/or its licensors and content providers. All such copyright and marks are protected under applicable copyright, trademark, and other domestic and international proprietary rights laws. The unauthorized copying, modification, use or publication of the **KLING METaverse** Platform, Content and these marks is strictly prohibited. Any violation of copyright and other proprietary laws may result in severe civil and criminal penalties, including monetary damages.

12. TERMINATION OF LICENSE

This Agreement will terminate immediately without notice from the Company or judicial resolution

12.1. if You fail to comply with any of the terms and conditions of this Agreement;

- 12.2.** You provide Company with notice that you would like to terminate this Agreement. Upon termination of this Agreement, you must delete or destroy all copies of the Software; or
- 12.3.** For any other reason whatsoever deemed fit by the Company in its sole discretion.

13.FEEDBACK

You have no obligation to give any suggestions, comments or other feedback (“Feedback”) relating to the Software. However, the Company may use and include any Feedback that it receives from You to improve the Software or other products, software and technologies. Accordingly, for any Feedback You provide to the Company, You grant the Company and its affiliates and subsidiaries a worldwide, non-exclusive, irrevocable, royalty-free, perpetual license to, directly or indirectly, use, reproduce, license, sublicense, distribute, make, have made, sell and otherwise commercialize the Feedback in the Software or other the Company products, software and technologies. You further agree not to provide any Feedback that (a) You know is subject to any Intellectual Property Rights of any third party or (b) is subject to license terms which seek to require any products incorporating or derived from such Feedback, or other person’s intellectual property, to be licensed to or otherwise shared with any third party.

14.REMEDIES TO COMPANY IN CASE OF BREACH

Without prejudice to any other rights or remedies that Company may have, you acknowledge and agree that compensation by way of damages alone would not be an adequate remedy for any breach of these Terms by you because Company would suffer irreparable losses if you breach these Terms. Accordingly, you agree that Company shall, in the first instance, be entitled to the remedies of an injunction, specific performance or any other equitable remedy, in addition to any other remedies available to it under the applicable law. For the avoidance of doubt, Company shall be entitled to an injunction, specific performance or any other equitable remedy without bond, other security or proof of losses, and the User concedes all his arguments and contentions in this regard in favour of the Company.

15.GOVERNING LAW AND DISPUTES

If a dispute arises between you and Company, our goal is to provide you with a neutral and cost-effective means of resolving the dispute quickly. These Terms shall be interpreted and governed by the laws of Kazakhstan. All lawsuits related to these Terms are subject to the jurisdiction of the courts in Kazakhstan. Irrespective of where the Software or the Services are used, only the laws of Kazakhstan shall apply and it is the sole responsibility of the User to use the Services in conformance with their local laws. You must comply with all local laws to the extent that applicable local law applies.

16.GENERAL PROVISIONS

You may not assign this Agreement without the prior written consent of the Company and any assignment without such consent will be null and void. The parties do not intend that any agency or partnership relationship be created between them by this Agreement. Each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, in the event that any provision of this Agreement becomes or is declared unenforceable by any court of competent jurisdiction, such provision shall be deemed deleted and the remainder of this Agreement shall remain in full force and effect.

17.MICELLANEOUS

This Agreement sets forth the entire agreement and understanding between the parties with respect to the Software and supersedes and merges all prior oral and written agreements, discussions and understandings between them regarding the subject matter of this Agreement. No waiver or modification of any provision of this Agreement shall be binding unless made in writing and signed by an authorized representative of each party.

18.CONTACT INFORMATION AND GRIEVANCE OFFICER

(a) **Customer Support:** Any enquiries you may have about our services and features or if you need assistance with the KLING METaverse Platform, you may write to us at support@klingmetaverse.io.

(b) **Data Privacy:** To ask questions on data privacy, exercise applicable data subject rights and our privacy practices, please write to us at support@klingsmetaverse.io.

(c) **Reporting Objectionable Content to Grievance Officer:** If you see something objectionable, offensive, or adversely affects you or your community, you can report it to our Grievance Officer at support@klingsmetaverse.io with the relevant details of your complaint/concern.

Please keep in mind that mere reporting to the Company doesn't guarantee that certain content will be removed from the KLING METAVERSE Platform, however, we are committed to creating a safe environment and will consider all your genuine grievances/ complaints.

IF YOU AGREE TO ABIDE BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, PLEASE PRESS “ACCEPT”. IF YOU DO NOT AGREE TO ABIDE BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND PRESS “DECLINE”, YOU MAY NOT USE THE SOFTWARE.