

PAWN BOTS TERMS OF USE

Last Updated: August 2022

Please read these Terms of Use (“Terms” or “Agreement”) carefully. Your use or access of the Pawn Bots platform, website, and associated digital assets, non-fungible tokens, and utilities (“Platform”) constitutes your consent to these Terms.

This Agreement is between you and Mainframe Group Inc., together with its subsidiaries and affiliates, (“Pawn Bots”, “we”, “our” or “us”). This Agreement hereby incorporates by this reference any additional terms and conditions with respect to the Platform posted by Pawn Bots, or otherwise made available to you by Pawn Bots.

By purchasing or acquiring any of our digital assets, you agree that you have read, understood, and accept all of the terms and conditions contained in this Agreement as well as our Privacy Policy. You also represent that you have the legal authority to accept this Agreement on behalf of yourself and any party you represent in connection with your use of the Platform. If you are an individual who is entering into this Agreement on behalf of an entity, you represent and warrant that you have the power to bind that entity, and you hereby agree on that entity’s behalf to be bound by this Agreement, with the terms “you”, and “your” applying to you, that entity, and other users accessing the Platform on behalf of that entity.

We may, in our sole and absolute discretion, without liability to you or any third party, refuse to let you use the Platform. Such actions may be taken as a result of a number of factors, including without limitation legal or regulatory requirements or demand, our discretion, or your violation of the terms of this Agreement. We may also temporarily suspend your access to the Platform due to technical problems.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER THAT IMPACT YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.

General Information

We offer a collection of digital assets that are minted on the Ethereum network in the form of non-fungible tokens (“NFTs”). NFTs will give holders the ability to collateralize and borrow against the value of their NFTs (“Utility”). Pawn Bots will access Utility by leveraging the Hifi protocol currently hosted at hifi.finance. Any borrowing against an NFT will be subject to Hifi’s terms and conditions.

Users are solely responsible for the management, protection, and security of their own wallets and validating all transactions and Smart Contracts generated by the Platform. There is no way that an Ethereum smart contract can be undone or reversed. Accordingly, transactions made through the Platform cannot be reversed.

Ownership of NFTs

You own the NFT you acquire or purchase. When you purchase an NFT, you own it, completely. Ownership of NFTs is mediated entirely by Ethereum Smart Contracts and the Ethereum network. Pawn Bots will never seize, freeze, or otherwise modify the ownership of any NFT unless it has not been

lawfully and legitimately acquired or purchased. Except as required by a facially valid court order, instructed by you, or except as provided herein, Pawn Bots will not sell, transfer, loan, hypothecate, or otherwise alienate your NFTs.

Title to your NFT will at all times remain with you and will not transfer to Pawn Bots. Your NFT is not the property of, or will or may be loaned to, Pawn Bots. As the owner of your NFT, you will bear all risk of loss of the NFT. Pawn Bots does not represent or treat your NFT as belonging to Pawn Bots. Pawn Bots will have no liability for fluctuations in the value of NFT purchased, acquired, or made available on the Platform.

Intellectual Property Rights

Although you own the NFT you acquire through the Platform, any content, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) created or developed by or for Pawn Bots, are owned by Pawn Bots, its licensors, or other providers of such material and are protected by the United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. Pawn Bots grants you a revocable, non-exclusive, non-transferable, non-sublicensable, royalty-free, and worldwide right and license to access and use the Platform solely in strict compliance with the provisions of these Terms and as permitted by the functionalities of the Platform available to you. Pawn Bots' name and all related names, logos, product and service names, marks, trademarks, graphics, designs, artwork, photos, videos, audio, software, mottos, and slogans (collectively, "Pawn Bots IP") are trademarks of Pawn Bots, its associates, affiliates, or licensors. You must not use Pawn Bots IP without the prior written permission of Pawn Bots. All other names, logos, product and service names, designs, and slogans on this Platform are the trademarks of their respective owners.

Pawn Bots reserves all rights not expressly granted to you in this section. Accordingly, nothing in this Agreement or on the Platform will be construed as granting to you, by implication, estoppel or otherwise, any additional license rights in and to the Platform, or any Pawn Bots IP located or displayed on or within the Platform or elsewhere.

Acceptable Use

In connection with your use of the Platform, you will not:

- Violate or assist any party in violating any law, statute, ordinance, regulation or any rule of any self-regulatory or similar organization of which you are or are required to be a member through your use of the Platform;
- Infringe upon our or any third-party's copyright, patent, trademark, or other intellectual property rights;
- Repost, delete, or alter any content or material that Pawn Bots makes available on the Platform;
- Restrict or inhibit any other person from legal use of the Platform;
- Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the Platform except as expressly authorized herein, without Pawn Bots's express prior written consent;
- Use the Platform in an unauthorized manner, including collecting email addresses or Discord usernames of users by electronic or other means for the purpose of sending unsolicited emails or communications;

- Reverse engineer, decipher, decompile or disassemble any portion of the Platform, except to the extent such restriction is expressly prohibited by applicable law;
- Remove any copyright, trademark, or other proprietary rights notice from the Platform;
- Frame or mirror any portion of the Platform, or otherwise incorporate any portion of the Platform into any product or service, without Pawn Bots’s express prior written consent;
- Restrict, discourage or inhibit any person from using the Platform;
- Engage in any attack, hack, denial-of-service attack, interference, or exploit of any smart contract;
- Systematically download and store content from the Platform;
- Take any action that imposes an unreasonable or disproportionately large load on our infrastructure or that of our nodes, or detrimentally interfere with, intercept, or expropriate any system, data, or information;
- Post, transmit, or otherwise make available through or in connection with the Platform any virus, worm, Trojan horse, Easter egg, time bomb, spyware, ransomware, malware, or other computer code, file, or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment.
- Otherwise attempt to gain unauthorized access to or use of the Platform, nodes, or computer systems connected to the Platform;
- Engage in any behavior which violates this Agreement or is otherwise deemed unacceptable by us in our sole discretion; or
- Use any robot, spider, search/retrieval application, or other manual or automatic device to retrieve, index, “scrape,” “data mine”, or otherwise gather content on the Platform (including Submissions), or reproduce or circumvent the navigational structure or presentation of the Platform, without Pawn Bots’s express prior written consent. Notwithstanding the foregoing, and subject to compliance with applicable law and any instructions posted in the robots.txt file located in the Platform’s root directory, Pawn Bots grants to the operators of public search engines permission to use spiders to copy materials from the Platform for the sole purpose of (and solely to the extent necessary for) creating publicly available, searchable indices of such materials, but not caches or archives of such materials. Pawn Bots reserves the right to revoke such permission either generally or in specific cases, at any time and without notice.

Third-Party Services

Third parties, including those providing marketplaces for NFTs, may provide certain services that are available at third-party websites (or other online properties that are not owned or controlled by Pawn Bots) through links posted on the Platform (collectively, “Third-Party Services”). In addition to these Terms, you may be bound by any additional terms required by providers of Third-Party Services.

Pawn Bots makes no representations about, and accepts no liability for, any Third-Party Services. Pawn Bots does not endorse or assume responsibility for any activities of or resources, products, services, content, or promotions owned, controlled, operated, or sponsored by third parties, including any Third-Party Services. If users access any Third-Party Services, users do so solely at their own risk. Pawn Bots is not responsible for the accuracy or reliability of any information, data, opinions, advice, or statements contained in Third-Party Services, the services offered thereby, or for their privacy and security policies and procedures. You expressly waive and release Pawn Bots from all liability arising from your use of Third-Party Services. You further acknowledge and agree that Pawn Bots will not be responsible or liable directly or indirectly for any damage or loss caused or alleged arising out of or related to any Third-Party Services.

Disclaimer of Warranties

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR ACCESS TO AND USE OF THE PLATFORM AND ANY CONTENT IS AT YOUR SOLE RISK. OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS, NEITHER PAWN BOTS NOR ITS AFFILIATES MAKE ANY WARRANTY, EITHER EXPRESS OR IMPLIED, ABOUT THE PLATFORM, ITS CONTENT, OR CONNECTED SERVICES. THE PLATFORM AND ITS CONNECTED SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

NEITHER PAWN BOTS NOR ITS AFFILIATES MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE PLATFORM. WITHOUT LIMITING THE FOREGOING, PAWN BOTS AND ITS AFFILIATES DO NOT REPRESENT OR WARRANT THAT THE PLATFORM, ITS CONTENT, OR ANY SERVICES OBTAINED THROUGH THE PLATFORM WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR PLATFORM OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

PAWN BOTS MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE LIKELIHOOD OR PROBABILITY THAT YOUR PARTICIPATION ON THE PLATFORM OR YOUR ACQUISITION OR PURCHASE OF NFTS WILL ACHIEVE A PARTICULAR OUTCOME OR GOAL, WHETHER FINANCIAL OR OTHERWISE. PAST PERFORMANCE IS NOT A GUARANTEE OF FUTURE SUCCESS, AND VOLATILITY MEANS THAT PERFORMANCE IN ANY PERIOD MAY BE FAR DIFFERENT FROM THAT OF PREVIOUS PERIODS. YOU FURTHER ACKNOWLEDGE AND AGREE THAT PAWN BOTS MAKES NO GUARANTEES OR OTHER COMMITMENTS ABOUT YOUR ABILITY TO ACCESS OR USE THE PLATFORM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PAWN BOTS AND ITS ASSOCIATES ALSO DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO SOME DISCLAIMERS IN THIS SECTION MAY NOT APPLY TO YOU.

Limitation of Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL PAWN BOTS, ITS ASSOCIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE PLATFORM, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE PLATFORM OR SUCH OTHER WEBSITES, OR THE SERVICES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, NOTHING IN THESE TERMS EXCLUDES OR LIMITS LIABILITY FOR FRAUD, FRAUDULENT MISREPRESENTATION, OR FOR DEATH OR PERSONAL INJURY CAUSED BY GROSS NEGLIGENCE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CAN NOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification and Release

Pawn Bots and its subsidiaries, parents, affiliates, service providers, and each of their respective officers, directors, agents, joint venturers, employees, or representatives (collectively, the “Released Parties”), are not liable for any damages that may arise out of or in connection with your use of the Platform. This includes, but is not limited to, claims, applications, injuries, delays, direct loss, loss of business or profits, business interruption costs, loss of goodwill or business profits, loss of cryptocurrency or tokens, damage caused by your computer, computer software, systems and programs, and the data thereon or any other direct or indirect, consequential and incidental damages. In addition, the Released Parties are not liable for any losses incurred, either directly or indirectly through your use of the Platform or any of its functions and features (collectively, all of the foregoing items will be referred to herein as “losses”). The Released Parties are hereby released by you from liability for any and all losses. These limitations of liability apply whether the liability or losses are based on negligence, contract, tort, or any other basis, even if the Released Parties had been advised or should have known of the possibility of such losses.

You agree to indemnify and hold the Released Parties harmless from any claim or losses (including attorneys’ fees and any losses, fines, fees, or penalties imposed by any regulatory authority) arising out of your breach of this Agreement, your use of your NFTs, your violation of any law or regulation, or your infringement of the intellectual property rights of any third parties.

Comments, Feedback, and Questions

If you choose to provide us with input or suggestions regarding problems with or proposed modifications or improvements to the Platform or NFTs (“Feedback”), then you grant to us a non-exclusive, royalty-free, perpetual, irrevocable, transferable, sublicensable, and global right to use and exploit the Feedback in any manner and for any purpose without any restriction, credit, attribution, or fees due to you.

Children

The Platform is intended for users who are at least 18 years old. You must be at least 18 years old to purchase an NFT. By using the Platform or purchasing an NFT, you represent and warrant that you are at least 18 years of age.

Data Privacy

You acknowledge that Pawn Bots may process personal data in relation to you (if you are an individual), and personal data that you have provided or in the future provide to us in relation to your employees and other associated or other individuals, in connection with this Agreement or use of the Platform. You represent and warrant that any personal data relating to individuals other than yourself was or will be made in accordance with all applicable data protection and data privacy laws, and that data is accurate at the time of disclosure. You further represent and warrant that before providing any such personal data to us, you have read and understood our Privacy Policy, and, in the case of personal data relating to an

individual other than yourself, have (or will at the time of disclosure have) provided a copy of that Privacy Policy, to that individual.

If you suspect that any of your security details have been compromised, or if you become aware of any fraud or attempted fraud or any other security incident (including a cyber-security attack) affecting you and/or Pawn Bots, you must notify Pawn Bots as soon as possible by email and provide accurate information throughout the duration of the incident or breach.

All information we collect on the Platform is subject to our Privacy Policy. By using the Platform, you consent to all actions taken by us with respect to your information in compliance with our Privacy Policy.

Our Privacy Policy is a part of this Agreement. Please review our Privacy Policy, which also governs the Platform and informs users of our data collection practices.

Please note that it is our policy to comply with all facially valid subpoenas, court orders or binding orders issued to us by law enforcement agencies and other government authorities. This may affect your access to our Platform. We are not responsible for any losses, whether direct or indirect, that you may incur as a result of our compliance with applicable law, the guidance or direction of any regulatory authority or government authority, or any writ of attachment, lien, levy, subpoena, warrant, or other legal order.

Reservation of Rights

Pawn Bots reserves the right to bar any transactions on the Platform, for or with, any user with or without cause, at any time, subject to any limitations imposed by applicable law. In lieu of refusing access to the Platform, Pawn Bots may, in its sole and absolute discretion, perform due diligence. You may be subject to due diligence procedures in your use of the Platform. If you decline to provide requested information or otherwise do not reply timely or substantively with the documentation or data requested, Pawn Bots has the absolute discretion to immediately suspend or terminate your access to the Platform.

Third-Party Disputes

ANY DISPUTE YOU HAVE WITH ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, OTHER USERS, IN CONNECTION WITH YOUR USE OF THE PLATFORM IS DIRECTLY BETWEEN YOU AND SUCH THIRD PARTY. ACCORDINGLY, TO THE FULLEST EXTENT PERMITTED BY LAW, YOU IRREVOCABLY RELEASE PAWN BOTS AND ITS AFFILIATES FROM ANY AND ALL CLAIMS, DEMANDS, AND DAMAGES (DIRECT, INDIRECT, AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

Relationship of the Parties

You agree that no joint venture, partnership, employment or agency relationship exists between you and Pawn Bots as a result of this Agreement or use of the Platform.

Governing Law, Venue, and Arbitration

You agree to arbitrate any dispute arising from this Agreement or your use of the Platform. Arbitration prevents you from suing in court or from having a jury trial.

In addition, you agree:

- To attempt informal resolution prior to any demand for arbitration;
- That any arbitration will occur in the United States;
- That any arbitration will be conducted confidentially by a single arbitrator, selected by a third-party arbitration forum;
- That the state and federal courts in the United States have exclusive jurisdiction over any appeals of an arbitration award and over any suit between the parties not subject to arbitration;
- That the arbitrator has the authority to grant any remedy that would otherwise be available in court; and
- That the parties will split the costs and expenses of any arbitration and bear their own legal costs and expenses.

This Agreement and your access to and use of the Platform will be governed by the laws of the State of California, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. Any dispute between the parties that is not subject to arbitration or cannot be heard in small claims court will be resolved in the state or federal courts of the State of California and the United States, respectively, sitting in San Francisco, California.

Class Action Waiver

BY USING THIS SITE AND AGREEING TO THESE TERMS, YOU HEREBY WILLINGLY, EXPRESSLY, AND KNOWINGLY WAIVE ALL RIGHTS TO BRING OR PARTICIPATE IN ANY CLASS-ACTION LAWSUIT, CLASS-WIDE ARBITRATION, OR PRIVATE ATTORNEY GENERAL ACTION BROUGHT UNDER OR IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF THE PLATFORM. YOU MAY NOT BRING ANY CLAIM, SUIT, OR OTHER PROCEEDING TO ENFORCE THESE TERMS AS THE MEMBER OF ANY CLASS OR AS PART OF ANY SIMILAR COLLECTIVE OR CONSOLIDATED ACTION.

Changes to this Agreement

We reserve the right to change this Agreement at any time upon notice. We may give notice by posting the updated Terms on the Platform or by any other reasonable means. You can review the most current version of these Terms at any time. This Agreement in effect at the time of your use of the Platform applies. Updated versions of this Agreement are binding on you with respect to your use of the Platform on or after the date indicated in the updated Agreement. If you do not agree to the updated Terms, you must stop using the Platform. Your continued use of the Platform after the date of the updated Terms will constitute your acceptance of the updated Terms.

Waiver and Severability

No waiver by Pawn Bots of any term or condition set out in this Agreement will be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Pawn Bots to assert a right or provision under this Agreement will not constitute a waiver of such right or provision.

If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision will be eliminated or limited to the

minimum extent such that the remaining provisions of this Agreement will continue in full force and effect.

Survival

The respective indemnities, representations, warranties, and agreements of the parties hereto or made by or on behalf of the parties hereto pursuant to this Agreement will survive any termination of this Agreement indefinitely and will remain in full force and effect and all defined terms used therein will survive the termination of this Agreement indefinitely.

Entire Agreement

This Agreement and the Privacy Policy constitute the sole and entire agreement between you and Pawn Bots with respect to the Platform and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the Platform.

Contact Us

If you would like to contact us for any reason, please reach us at contact@pawnbots.finance.