

UnicornGo Terms of Use

Date of last modification: 26.03.2018

Welcome to UnicornGo!

PLEASE READ THESE TERMS CAREFULLY BEFORE USING UNICORNGO. IF YOU DO NOT AGREE COMPLETELY OR IN PART WITH THE TERMS AND CONDITIONS OF USING THE UNICORNGO WEBSITE AND SERVICES, DO NOT USE THEM.

UnicornGo is a collectible online game that operates on the Ethereum network, allowing (along with other game options) users by means of the smart contract system to buy, sell, donate and perform other actions with the components of the game through auctions. The game is provided with the in-game currency created on the basis of the ERC-20 token, CandyCoin, which is a means of payment in the game. To participate in the game you need to purchase CandyCoins tokens. This purchase is regulated by the Agreement on the purchase of CandyCoin tokens, which is available at: <https://unicorngo.io/ru/offer>

The use of UnicornGo services is regulated by these Terms and the [Privacy Policy](#). These documents regulate the relationship between UNICORN GO PTE. LTD., which is the operator (owner) of the site unicorngo.io, and the user of the Internet. This relationship arises once the user starts utilizing the unicorngo.io website and the services available through it under these Terms.

A. General Provisions

1. These Terms and Conditions are a legally binding agreement between the User and the Company, the subject of which is that the Company provides the access to the Services to the User.
2. If an individual uses any of the Site Services, including browsing the Site, it means that he fully and unconditionally accept these Terms.
3. These Terms and Conditions may be amended and / or supplemented by the Company unilaterally without any special notice. These Terms and Conditions are an open and publicly available document, the current version of which is permanently posted on the Website at https://unicorngo.io/en/terms_en.pdf. If the User continues using the Site after the Company made amendments, alterations, deletions and / or additions to these Terms it means that the User accepts and consents to such amendments, alterations, deletions and / or additions.
4. In case the User disagrees with these Terms or their amendments, alterations, deletions and / or additions completely or in part, the User should not use the Site.
5. If you [register with the Site, submit any material to the Site or use any of the Company's Services], we will ask you to expressly agree to these terms and conditions.
6. You must be at least 18 years of age or the minimum legal age specified by the relevant legislation of the jurisdiction applicable to you to use the Site; by using the Site or agreeing to these terms and conditions, you warrant and represent to us that you are at least 18 years of age or the minimum legal age specified by the relevant legislation of the jurisdiction applicable to you to use the Site

7. The Site uses cookies; by using the Site or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our Personal Data Confidentiality Policy.

B. Definitions

In this Agreement, the terms given below have the following meaning:

8. Agreement – Agreement means the sale and purchase agreement herein, all the relevant terms and conditions therein and all schedules and appendices attached to it. Any references to Recitals, Clauses and Schedules are references to recitals, clauses of, and schedules to, this Agreement;
9. Company – Company refers to UNICORN GO PTE. LTD registered at 114 LAVENDER STREET # 11-78 CT HUB 2 SINGAPORE 338729, which has all necessary rights with respect to the Site, which is the administrator of the domain name unicorngo.io and the owner of the Site;
10. Site – Site refers to any Internet resource located on the Internet on the domain name unicorngo.io (including all levels of the specified domain, both functioning on the date the User accepts this Agreement, and launched and put into operation during the whole term of the agreement) including but not limited to computer programs, graphic design of the interface (design and other graphic and visual elements), a database, a local search system or any other information uploaded and/or stored in an electronic, graphic, visual and/or audio format by the Company and/or Users;
11. Services – Services refers to any functions, tools, services offered by the Company, including the purchase of CandyCoin tokens, as well as gaming functions for the purchase, sale and/or donation of components of the game where the payment instrument is CandyCoin;
12. Components of the game – non-material digital assets of the game (unicorns, land, houses, etc.), digital records of which are available in the Personal Accounts of the Users. These digital records confirm the User's ownership of the Game components purchased by him. The main component of the game is the unicorn;
13. CandyCoin – CandyCoin is a kind of digital financial asset, a token on the basis of ERC-20, issued by the Company, which is a means of payment in the game. The total emission is 12,000,000 CandyCoin. The acquisition of CandyCoins is regulated by the Agreement on the purchase of CandyCoin tokens;
14. Agreement for the purchase of CandyCoin tokens - an agreement between the Company and the User on acquisition of CandyCoin tokens. It is available at <https://unicorngo.io/ru/oferta>;
15. Blockchain – Blockchain refers to a distributed register (a systemized database) of digital transactions that are stored, simultaneously created and updated on all devices of all the participants on the basis of the given algorithms, ensuring its identity with all users of the registry;
16. Ethereum – Ethereum refers to an open source platform for the creation of decentralized online services based on Blockchain, working on the basis of smart contracts;

17. Ether (ETH) – Ether (ETH) is the exchange unit of Ethereum; a kind of digital financial asset (property in electronic form) created with the use of encryption technology, the ownership right to which is certified by making digital entries in the distributed register of digital transactions;
18. Smart Contract – Smart Contract refers to a contract in an electronic form, the performance of rights and obligations of which is carried out by automatic transfer of digital transactions in the distributed register of digital transactions in a strictly defined sequence and upon the occurrence of certain circumstances. Protection of the rights of the participants (parties) of the smart contract is carried out in the manner similar to the procedure for the protection of the rights of the parties to the written contract, concluded in an electronic form;
19. User - any individual who uses the Site and / or its Services, including those who acquire tokens;
20. Transaction – Transaction refers to any agreement between Users on Site for the purchase, sale, exchange and/or donation of CandyCoin for the purposes of the game. Transactions are carried out through smart contracts based on the Ethereum. Users publish proposals for Transactions, which are subsequently displayed in the search results in the general list simultaneously with the offers of other Users. Transactions are concluded by holding an auction in which any User can participate. The value of the Transactions is indicated in CandyCoin;
21. Registration – Registration refers to a set of successive actions of the User to complete the registration form, resulting in the creation of a Personal Account on the Site;
22. Personal Account – Personal Account refers to the personal section of the User on the Site containing the registration information of the User, as well as the digital purse CandyCoin, to which the Ether address is attached, through which tokens are purchased. The User is able to edit, delete, withdraw from publication, activate and/or carry out actions relating to or concerning with the Site and offers placed by the User about their Transactions through his Personal Account. Further, the User can various options for changing the avatar, name, geolocation visibility amongst others in the Personal Account;
23. Digital Wallet – Digital Wallet is a software tool that is a part of the Personal Account of the User, which stores information about digital records confirming the User's ownership rights for the components of the game and the transfer of such rights to other Users in the context of using the Service and making Transactions with the Services. A digital purse is connected with the User's address;
24. Person subject to prohibitions - the meaning is defined in clause of the Agreement;
25. Authorization - the process of identifying a registered User by entering the User's login ID and password to gain access to the Personal Account and the Site Services;
26. Registration - a set of sequential user actions to complete the registration form, resulting in creating a Personal Account for the User; and

27. White Paper - a document available at https://unicorngo.io/UnicornGo_White-Paper_en.pdf. It describes the Site, its Services, tokens, procedures and other issues pertaining to the Site and usage of it.

C. General Description of the Game

28. The game is a platform where Users can conclude Transactions (selling, buying, donating, etc.) by conducting auctions with various components of the game, mainly a unicorn, at a certain price, expressed in the payment means of the game - CandyCoins tokens.
29. To participate in the Game, the user must purchase tokens. The procedure for purchasing tokens, including a technical description, is defined by the Agreement on the purchase of CandyCoin tokens posted on the Site.
30. The Company has the right to change at its discretion the terms of issue of tokens (release dates, cost of tokens, etc.) due to technical, organizational reasons without explanation and without any additional notice to Users. Any of these changes will be posted on the Site.
31. Each component has its own price, expressed in CandyCoins, which depends on the number of views, comments, purchase / sale history and other properties. However, the price of the first-generation unicorn component is defined by the Company.
32. The Company has the right to change, supplement, update, change the form and character of the Services, functional, game features of the Game at any time at its discretion without prior notice to the User. These changes are posted on the Site. If the User continues to use of the Services after the changes and / or additions to the Services it means that the User accepts and consents to such changes and / or additions.

D. User Registration

33. The User confirms that he is fully capable and competent, possesses all the rights, powers, authorization and has sufficient knowledge about the principles and algorithms of functioning of the system of Ethereum, MetaMask and any other model, type, algorithm and/or design of digital currency (see information below) and operations with them necessary to comply with the Terms and use of the Services.
34. At first, the User is to register on the Site to create a Personal Account. The User can complete the registration procedure on the Site in one of the following ways:
 - i. complete the registration form in an electronic form located on the Site, as a result of which the registered User gains an access to a Personal Account and the Digital wallet;
 - ii. enter the Site through social networks, such as the Facebook: one should specify the address of his page in these networks, then allow the identification process at the Site, as a result of which the person becomes a registered user and gets access to the Personal Account. The User's login in the specified social networks will be used as a registered User's login. By

choosing this method of registration (through social networks), the User agrees to the Company's processing his personal data (name, email and other information placed in the public domain in such social networks) specified by him when registering the account in a corresponding social network.

35. After the User enters the data for the Registration, an email will be sent to the e-mail address specified by him containing an active hyperlink. The User has to follow the link to verify and confirm the registration on the Site and to subsequently create a Personal Account on the Site.
36. The e-mail address used for Registration by the User can only be used once. Re-registration of a new Account on the Site using the previously specified e-mail address is strictly not allowed. Double registration is prohibited (two or more Personal Accounts). Double registration entails the consequences specified in Clause 38.
37. In order to directly participate in the Game (use gaming Services), the User needs to purchase tokens. The method of acquiring tokens is regulated by the Agreement on the purchase of CandyCoin tokens. After the purchase of the tokens, the User can participate in the Game, post offers for selling and buying transactions regarding the components of the Game and use other functions of the Game.
38. The Company has the right to block the User's access to the Personal Account without explanations of the reason, with simultaneous termination of placement and display of his offers on the Transactions or without the latter, or terminate and / or temporarily restrict the User's access to the Services. The Company can also block or delete the User's Account in the Site without possibility of its recovery in the event of receiving information about this User's violation of these Terms or upon receiving information about the User committing unlawful actions in relation to the Site and its Services or other Users. The User understands that blocking his Personal Account by the Company may lead to blocking, removing and restricting access to the content, information provided in connection with the use of the Personal Account and Services.
39. User's login ID and password are required for User Authorization on the Site. From the moment of Authorization, all actions performed by the User will be deemed to be committed by this User.
40. The Company reserves the right at any time to require the User to confirm the data specified in the Registration and to request supporting documents (in particular, identity documents) for this. The refusal to verify and provide these documents, at the discretion of the Company, may be equated with the provision of inaccurate information and entail the consequences specified in Clause 38 of the Terms.

E. Persons subject to prohibitions

41. The Parties agree and confirm that CandyCoin tokens are not offered, nor can they be resold or otherwise alienated by the following persons who are subject to prohibitions and restrictions ("persons subject to prohibitions"):
 - a. citizens, natural persons (including trustees, agents of such persons) permanently resident or registered in the country or territories where operations with crypto currency, tokens are

prohibited or in any way restricted by applicable laws, or will be prohibited or restricted at any time after the date of entry into force of this Agreement.

42. Persons subject to prohibitions are strictly prohibited from purchasing CandyCoin tokens, the Company does not encourage, compel, coerce nor persuades these persons subject to prohibitions to purchase or use the CandyCoin tokens.
43. The User acknowledges and agrees that he must independently ascertain that he is not a person subject to prohibitions, that the law applicable to him does not prohibit the acquisition of tokens and that the applicable law does not prohibit the use of tokens in the manner specified by the Company. The User confirms that it is not the duty, obligation nor the responsibility of the Company to verify if he is a person subject to prohibitions and hereby warrants and represents that he is not a person subject to prohibitions.
44. If a person who falls under prohibitions illegally or fraudulently obtains tokens, then any Transactions carried out by such person are invalid. Such Transactions are not binding on the Company. The company has the right, at its discretion, to notify the relevant authorities of the Transaction of the person subject to prohibitions, freeze the User's funds until the situation is resolved by the relevant authority or before being transferred to the account of the relevant authority.
45. Any person who falls under prohibitions is fully responsible for the damage caused to the Company in connection with the acquisition of tokens and is obliged to fully reimburse, indemnify and protect the Company from any losses and expenses incurred by the Company in connection with or incidental to the acquisition of tokens by such person.

F. Responsibilities and Obligations of the User

46. The User is obliged to act in accordance with the applicable laws and these Terms, and also bear full responsibility for his own actions and inaction at all times when using the Site and/or Services.
47. The User is strictly not allowed nor authorized to use, distribute, copy and / or extract any materials or information from the Site manually or automatically (by using a software), including with the intention of using the specified materials or information in combination with any other service, with any other mobile application and / or with any other Internet resource.
48. When using the Site and its Services the User is obliged to provide the Company and / or other Users only with reliable and accurate information and is solely responsible for the accuracy, reliability and completeness of this information.
49. The User is not allowed to use the Services for committing unlawful actions, including but not limited to the purpose of direct email marketing or other distribution of unwanted emails (spam, advertisements, etc.).
50. The registered User is fully responsible for any actions performed while using his Personal Account and the Digital wallet, and is obliged to independently ensure safety of the password that provides access to his Personal Account and the Digital wallet, as well as to take measures and change the password in case he suspects it is disclosed. The User is responsible for all the actions performed on the Site by any other persons using the User's login and password.

51. While using the Site, the User is obliged to:
- a. not distribute computer viruses or other computer malicious codes, files or programs designed to disrupt normal operation of the Site or for unauthorized access to the Site, for breaching functionality of any computer or telecommunications equipment;
 - b. not to carry out actions that may directly or indirectly intervene with the fight against money laundering and legalization of illicit money;
 - c. not to breach any relevant legislation, rules, regulations and or statutory guidelines applicable to the jurisdiction the User is in or is accessing the Site from;
 - d. not register or act in the Site on behalf of another real or existing person, do not disclose personal information of third parties, do not use any forms and methods of illegal representation of a third party, collect or transmit personal information of the Site Users, accounts to a third party ;
 - e. not copy, disassemble, reverse engineer or otherwise attempt to obtain the source code of the Site or any part thereof.
52. In order to prevent violation of these Terms and / or damage the Site (such as DDoS attacks and other hacker attacks), the Company has the right to temporarily restrict the access of Users or a third party to the Site and Services.

G. Commissions

53. Access to use the Services of the Site is provided to the User on the basis of charging the User's Digital Wallet a certain commission, the amount of which is expressed in CandyCoins. The commission is written off the balance from the Digital wallet of the User. For example, a commission is withdrawn when a game component is put up for sale, removed from sale, when breeding of components is occurred, promotion of components and other actions.
54. When using different Services the amount of commission is applied in accordance with the one established by the Company at the time of the transaction. The amount of the commission and the procedure for its withdrawing and transfer to the Company are automatically displayed at the time of transactions, and also recorded on the Site in a special section.
55. If the User utilizes the Services for which a commission is arranged, the User unconditionally agrees with the established amount of commission.
56. The size of commissions is established by the Company and published on the main and internal pages of the Site. The Company has the right to unilaterally change the size of commissions without additional notifications of the Users.
57. For the avoidance of doubt, the commissions are not an investment, currency, security, commodity, dividends, currency swap, or any other type of financial instrument.

H. Taxation

58. The prices for the token do not include goods and services tax, value added tax or any other applicable tax that is imposed or may be imposed on payments for the acquisition of CandyCoin tokens.
59. The User bears sole responsibility for determining which taxes are applicable to him when he purchases the CandyCoin tokens.
60. The Company reserves the right at any time to require that the User pay to the appropriate tax authorities, as a separate and independent specific obligation, or, if applicable, to the Company, the full amount of any tax, fine or fee that is or may be charged from the User in accordance with the applicable law in connection with his acquisition of CandyCoin tokens.
61. The Company does not bear any responsibility with respect to any tax consequences for the User arising from the acquisition of the CandyCoin tokens.
62. For the avoidance of doubt, each Party has obligations to pay their taxes including but not limited to any Goods and Services Tax.

I. Risks and Safety

63. The User acknowledges and agrees that there are various risks associated with the acquisition, possession and use of CandyCoin tokens while utilizing the Company's Services. When purchasing the CandyCoin tokens, the User understands and accepts the risks set forth in Appendix 2 to Agreement on purchasing CandyCoin tokens.
64. The User is obliged to take all reasonable steps to ensure safe access to any device utilized by the User and used in connection with the acquisition of tokens by the User; personal keys to the User's wallet (account); and the User's login or other identification data. In the event of the loss of personal keys, login, device used to purchase tokens and use of the Services and the Site, the User may lose all the tokens that he has purchased. The User acknowledges and agrees that the Company has no obligation to restore the User's CandyCoin tokens.
65. The Company reserves the right at any time to require the User to verify the data specified in the Registration and to request supporting documents (in particular, identity documents) for this.

J. User's warranties and representations

66. The User hereby affirms, warrants and undertakes obligations as follows:
 - a. The User has carefully read and understood this Agreement, White Paper, the Terms of Use of the Site and the Privacy Policy.
 - b. The User has carefully read and understood the risks associated with the tokens and the use of the Site Services, as defined in Appendix 2 to Agreement on purchasing CandyCoin tokens.

- c. The User has a sufficient understanding of the functionality, use, storage, transfer mechanism and other material characteristics of the token, as well as mechanisms for storing tokens, blockchain technology and software on the basis of the blockchain.
 - d. The User also understands this Agreement and has evaluated the risks and consequences of purchasing tokens.
 - e. The User received enough information about the tokens for making a balanced, deliberate decision to purchase tokens.
 - f. The User is aware that the cost of tokens may eventually become extremely volatile or completely depreciate.
 - g. The User confirms that he is fully legally capable and has all the rights, powers necessary to acquire tokens and full proper execution of this Agreement.
 - h. By concluding this Agreement and acquiring tokens, the User does not violate any other agreement to which he may be a party too.
 - i. The User is not a person subject to prohibitions, as defined in clause 5 of the Agreement.
 - j. **The purpose of acquiring tokens.** The User agrees and acknowledges that he purchases tokens solely for personal use and for the use of the Site Services, primarily gaming services, and not for financial investment, the payout or issuance of dividends nor for purposes of providing security for any reason whatsoever.
 - k. **A legitimate source of funds.** The User agrees and confirms that any funds used by the User to purchase tokens are not connected with any illegal activities, including but not limited to money laundering and financing of terrorism. The User will not use the purchased tokens for any illegal activities, including, but not limited, to money laundering and terrorist financing.
67. The User agrees that in the event of any circumstances preventing compliance with the warranties or representations specified in clause 66, the User will immediately stop using the Site and its Services.
68. The User acknowledges and agrees that the CandyCoin tokens are sold "as they are" and "with all errors" subject to the condition "only if available". The User acquires the tokens at his own risk and without any warranties or affirmations relating to the tokens (explicit or implied).
69. The Company does not affirm or warrant that the process of paying for tokens or receiving tokens will occur continuously, quickly, reliably, without failures, delays and errors. The User acknowledges and understands that the User may lose all amounts paid to the Company for the purchase of tokens.
70. The Company does not affirm or warrant that the tokens are reliable or contain no defects or errors.
71. The Company refuses to provide any implied warranties, including but not limited to warranties of merchantability, satisfactory quality, fitness for a particular purpose and/or performance.

72. The User acknowledges that computers and telecommunication systems are not fail-safe and are subject to downtime periods that occur occasionally. The Company does not guarantee that the work of the Site will be uninterrupted, timely, reliable and error-free.
73. Without prejudice to the terms and conditions of this Terms of Use, CandyCoin tokens cannot be exchanged into real money or refunded. You understand that you do not own Candycoin tokens, but acquire a limited license to use Candycoin tokens according to the specific Game's gameplay; therefore, the right to use any Candycoin tokens is conditional to these Terms. No entitlement exists to use CandyCoin tokens for a minimum period of time, unless the description of Virtual Item specifies a particular minimum period of time.
74. You agree that the Company reserves the right to manage, regulate, control, modify and/or eliminate, game elements (which may, among other things, make CandyCoin tokens substantially more valuable, effective or functional, or less valuable, effective or functional, more common or less common, or eliminated entirely) – for purposes of gameplay and multiplayer balancing. All CandyCoin tokens remain our property.

K. Cancellation of User's Account

75. Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if the Company reasonably suspects that you have breached these terms and conditions in any way, the Company reserves its right to:
 - a. send you one or more formal warnings;
 - b. temporarily suspend your access to our website;
 - c. permanently prohibit you from accessing our website;
 - d. block computers using your IP address from accessing our website;
 - e. contact any or all of your internet service providers and request that they block your access to our website;
 - f. commence legal action against you, whether for breach of contract or otherwise; and/or
 - g. suspend or delete your account on our website
76. Where the Company suspends, prohibits or blocks your access to the Site or a part of the Site, you must not take any action to circumvent such suspension or prohibition or blocking including without limitation creating and/or using a different account.
77. The Company reserve the right to discontinue or alter any or all of the Site Services, and to stop publishing or updating the Site, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any Site Services, or if we stop publishing or updating the Site.

L. Limitation of Liability

78. The full property liability of the Company to the User pursuant to or in connection with this Agreement (including contractual or civil liability (for example, for negligence) shall not exceed the amount paid by the User for tokens.

79. To the extent permitted by applicable law, under no circumstances shall the Company be liable to the User or any third parties for consequential or incidental loss or damage; missed actual or expected benefits (direct or indirect); unearned actual or expected income (direct or indirect); a missed contract or deal or other loss or damage arising from the acquisition of tokens; for special, indirect, incidental or punitive damages or damages; and to the extent permitted by law, direct damages or damages exceeding the maximum values specified in Clause 73.
80. The Company shall not be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is caused by circumstances beyond the reasonable control of the Company (for example, force majeure, war or acts of terrorists, malicious infliction harm, accidents, or compliance with any applicable law or government regulation). The company will seek to minimize the consequences of any of these events and fulfill obligations that have not been affected by them.
81. Services provided by the Site can be changed, updated, their form and functions can be altered at any time without prior notice to the User.
82. The Company reserves the right, at its discretion, to unilaterally terminate, change or suspend the operation of the Site and provision of the Services (or any separate functions within the Services) to all Users in general or to an individual User without prior notice.
83. The Company has the right to carry out preventive maintenance on the Site with temporary suspension of the Site operation without prior notice to each User.
84. The Company does not guarantee that all the information posted on the Site will be available at any time, or will not be deleted or lost.
85. The Company does not bear any responsibility for the authenticity and legitimacy of information posted by Users in the Site. The Company does not check and does not have a technical and factual ability to verify the information placed by the Users on the Site for its conformity with the requirements of Singapore law and the provisions of these Terms. However, the Company has the right to carry out such verification at any time at its discretion using available means of verification.
86. Information placed by Users may contain links to websites on the Internet (third party sites). The above mentioned websites and their content, as well as any information from a third party, are not checked by the Company for compliance with certain requirements (reliability, completeness, legality, etc.). The Company is not responsible for any information, materials posted on third party websites to which the User gained access while using the Site, as well as for the availability of these sites or information and the consequences of their use by the User.
87. The Company does not bear responsibility and does not provide any guarantees, guarantee terms for Transactions between Users. The company is not responsible for safekeeping of purchased / sold components of the game, is not responsible for unauthorized access to the User's Digital wallet or theft of CandyCoins, the components of the game, belonging to him, as it is a sole responsibility of the User to ensure the safety and confidentiality of the passwords and identifiers required for carrying out transactions.
88. The Company is not a deal maker, the intermediary, agent or representative of any User and / or any other interested party in respect of the transaction proposed / concluded between the Users.

All transactions made between Users are concluded and executed by Users independently, without direct or indirect participation of the Company.

89. The Company shall not be liable for the quality of communication, the quality of connection to the Internet, the quality of the work of communications service providers, performance of the equipment and / or software of Users, the quality of work of third parties, as well as other circumstances beyond the Company's control, as well as for all the negative consequences associated with them.
90. The Company is not responsible for the time frame of transactions in the network Ethereum. In respect of transactions, the Company only provides transfer of CandyCoins between Users in terms of using the Site and its Services.
91. The Company reserves the right not to enter into written negotiations, or other contacts with Users, except in cases provided for by these Terms and the current laws of Singapore.
92. The Company does not bear any other duties or responsibilities not specified in these Terms and / or Singapore's laws in force.
93. The User is aware and understands that Blockchain, Ethereum and other related technologies are new and untested and are beyond the Company's control. Prices for crypto-currencies, including Ethers, are extremely volatile. Price fluctuations can significantly and adversely affect the cost of tokens and game components, which may also be subject to significant price volatility. The Company does not guarantee that the owners of the tokens and components of the game will not lose their money.
94. The Company does not own or control Blockchain, Ethereum, the User's browser or any other third-party sites, services, products, which the User may access, visit or use. The Company shall not be liable for the acts or omissions of any third parties, shall not be liable for any direct, indirect, unintentional damage, including lost profits, moral damage or lost data, damage to honor, dignity or business reputation as a result of interaction with these third parties.
95. Nothing in these terms and conditions will:
 - a. limit or exclude any liability for death or personal injury resulting from negligence;
 - b. limit or exclude any liability for fraud or fraudulent misrepresentation;
 - c. limit any liabilities in any way that is not permitted under applicable law; or
 - d. exclude any liabilities that may not be excluded under applicable law.
96. The limitations and exclusions of liability set out in this Section L and elsewhere in these terms and conditions govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.
97. To the extent that our website and the information and services on our website are provided free of charge, the Company will not be liable for any loss or damage of any nature.
98. The Company will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

99. The Company will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
100. The Company will not be liable to you in respect of any loss or corruption of any data, database or software.
101. The Company will not be liable to you in respect of any special, indirect or consequential loss or damage.
102. The user accepts and confirms that the Company has an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions.

M. Termination and Cancellation

103. The agreement between the Company and User runs for an indefinite term. Either party may terminate the agreement at any time by giving 14-days notice (this requires written or electronic mail communication). You may also terminate the agreement with us with immediate effect by deleting Game from your device or from your social network applications. Your in-game progress and any other Game-related data will be deleted.
104. Either party may terminate the agreement for cause without giving notice. Grounds for such termination for cause include material breach of these Terms. If the User fails or the Company has strong grounds to believe that he/she has failed to comply with any of the provisions of these Terms, the Company without notice may:
 - a. terminate the agreement with the User and delete his/her account and the User will remain liable for all amounts due under his/her account up to and including the date of termination; and/or
 - b. prevent the User's further access to the Services (or any part thereof),
 - c. temporarily suspend the User account/Game access and/or Game support services until the breach is cured.
105. The Company reserves the right to modify, suspend, or discontinue the Services (or any part thereof) at any time and the Company will not be liable to User or any third party should it exercises such rights.

N. Technical Data Usage

106. You agree that the Company may collect and use technical data and related information, including but not limited to, technical information about your device, system and application software, and peripherals, which is gathered periodically to facilitate the provision of software updates, product support, and otherservices to you (if any) related to the Services.
107. The Company may use this information to improve its products or to provide Services to you, as long as it is in a form that does not personally identify you.

108. Information collected from User is subject to then-current policies of applicable social network or application store. By using the Services, you may be granting a social network or application store permission to share your e-mail address and any other personally identifiable information with GI.
109. We are committed to respect your privacy and the confidentiality of your personal information. We will process your personal information in accordance with our Privacy Policy. Please read it carefully
110. before you commence to use our Services.

O. Indemnity

111. TO THE MAXIMUM EXTENT PERMITTED BY LAW: THE SERVICES ARE PROVIDED "AS IS" AND USED AT YOUR SOLE RISK WITH NO WARRANTIES WHATSOEVER. GI WILL PROVIDE THE SERVICES WITH REASONABLE CARE AND SKILL, BUT DOES NOT MAKE ANY OTHER PROMISES OR WARRANTIES ABOUT THE SERVICES AND IN PARTICULAR DOES NOT WARRANT, CLAIM OR REPRESENT AND EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. GI FURTHER DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE AND ERROR-FREE OR WILL OPERATE WITHOUT PACKET LOSS.
112. The User agrees to indemnify and hold harmless the Company, its officers, directors, employees and contractors from any claims, pretensions and demands for compensation for losses and damages incurred, including attorneys' fees arising from:
 - a. purchasing tokens, using tokens or the Site
 - b. breach by the User of this Agreement, Privacy Policy or Terms of Use of the Site
 - c. provision of incorrect, false information, stated in the warranties and assurances of the User
 - d. Any unlawful act or omission of the User, which is negligent, illegal or represents intentional misconduct.

P. Privacy Policy

113. Processing of personal data of the registered User is carried out in accordance with the laws of Singapore, the international standards for the protection of the rights of subjects of personal data and the Privacy Policy available at <https://unicorngo.io/en/privacy-policy>.

Q. Intellectual Property Rights

114. The contents of this Site, including all Site software, design, text, images, photographs, illustrations, audio and video material, artwork, graphic material, databases, proprietary information and all copyrightable or otherwise legally protectable elements of the Site, including, without limitation, the selection, sequence and 'look and feel' and arrangement of items, and all trademarks, service marks and trade names (individually and/or collectively, "Material"), are the property of the Company, under Singapore law, as well as any other applicable foreign laws, regulations and treaties. Unless the context clearly requires otherwise or we explicitly say so in writing, the term "Site" includes "Material" as well.

115. The Site is to be used solely for your non-commercial, non-exclusive, nonassignable, non-transferable and limited personal use and for no other purposes. You must not alter, delete or conceal any copyright or other notices contained on the Site, including notices on any Material you download, transmit, display, print or reproduce from the Site. You shall not, nor will you allow any third party (whether or not for your benefit) to reproduce, modify, create derivative works from, display, perform, publish, distribute, disseminate, broadcast or circulate to any third party (including, without limitation, on or via a third party website), or otherwise use, any Material without the express prior written consent of the Company.
116. Any unauthorized or prohibited use of any Material may subject you to civil liability, criminal prosecution, or both, under applicable laws. We require users to respect our copyrights, trademarks, and other intellectual property rights. We likewise respect the intellectual property of others. On notice, we will act quickly to remove content on the Site that infringes the copyright rights of others and will disable the access to the Site and its services of anyone who uses them to repeatedly to infringe the intellectual property rights of others.
117. We take protection of copyrights, both our own and others, very seriously. We therefore employ multiple measures to prevent copyright infringement over this Site and to promptly end any infringement that might occur. If you believe that the Site contains elements that infringe your copyrights in your work, please contact us immediately.
118. The right to administer the domain name www.unicorngo.io belongs to the Company. All objects posted on the Site, including design elements, text, graphics, illustrations, video, computer programs, databases are the objects of exclusive rights of the Company and other rights holders who have granted the Company the appropriate permissions.
119. In order to use the Site Service the User is provided with a personal, non-transferable, simple (non-exclusive), royalty-free, revocable, license to access, view, reproduce, cache content obtained as a result of using the Site and its Services, within functioning of the interface of The Site and the Services through the User's web browser, provided that the User strictly abides by the restrictions defined in these Terms.
120. Subject to the express provisions of these terms and conditions:
 - a. The Company owns and controls all the copyright and other intellectual property rights found on the Site; and
 - b. all the copyright and other intellectual property rights on the Site are reserved.
121. You may:
 - a. view pages from the Site in a web browser;
 - b. print pages from the Site;
 - c. stream audio and video files from the Site; and
 - d. use the Site Services by means of a web browser subject to the other provisions of these terms and conditions.
122. Except as expressly permitted by the other provisions of these terms and conditions, you must not download any material from the Site or save any such material to your computer. Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on the Site.
123. Unless you own or control the relevant rights in the material, you must not:

- a. republish material from the Site (including republication on another website);
- b. sell, rent or sub-license material from the Site;
- c. show any material from the Site in public;
- d. exploit material from the Site for a commercial purpose; or
- e. redistribute material from the Site.

124. The Company reserves the right to restrict access to areas of the Site, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on the Site.

R. Dispute Resolution

125. In case of a dispute regarding transactions in the Site, Users are entitled to address to the Company by sending a message to the email address: support@unicorngo.io. The Company shall review such communications within 30 (thirty) calendar days from the receipt of a User's message. In certain cases, the Company has the right to extend the period for consideration of claims up to 30 (Thirty) calendar days with mandatory notification of the User. The Company is not a party to the Transaction or an intermediary of the transaction and can only contribute to resolving disputes between Users.

S. Miscellaneous

126. This Agreement shall be governed by and construed in accordance with the laws of Singapore and the Parties agree to submit to the non-exclusive jurisdiction of the courts of Singapore.. Issues not regulated by this Agreement shall be resolved in accordance with the laws of Singapore. Any disputes and/or issues in this Agreement relating to and/or concerning the collection, storage, processing, distribution and protection of the information about Users are regulated in accordance with the current legislation of Singapore.

127. This Agreement may be executed in counterparts, each of which when executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

128. The User can provide feedback about the Services to the Company to the email support@unicorngo.io, including how to improve the Services. While sending the feedbacks, the User unconditionally agrees that the Company is entitled to use these feedbacks at its discretion and without additional compensation to the User.

129. The White Paper, Terms of Use of the Site, posted on the Site, and this Agreement are parts of one agreement between the User and the Company, unless it is explicitly stated otherwise. In case of any contradictions between the White Paper and this Agreement, this Agreement shall take precedence.

130. All possible disputes arising out of the relations regulated by this Agreement shall be resolved in the manner prescribed by the legislation of Singapore. Throughout the text of this Agreement, unless explicitly stated otherwise, the term "legislation" refers to both Singapore legislation and the legislation of the residence of the User.

131. The Company is committed to resolving disputes in a manner that is friendly to the Purchaser. In connection with this, this present Agreement provides a two-stage process: (1) informal negotiations directly with the support team of the Site (2) dispute resolution in court in accordance

with Singapore's current legislation, only after a mandatory pre-trial settlement of the dispute through mediation has occurred. The receiver of the claim within 30 (thirty) calendar days from the date of its receipt, shall notify the applicant of the claim in a writing form about the results of the examination of the claim.

132. If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable.
133. The Parties are independent entities and are not partners, principal and agent or employer and employee and this agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the Parties shall have, nor will represent that it has, any authority to make any commitments on the other party's behalf.
134. No modification or variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties to this Agreement. For the avoidance of doubt, no modification or variation of this Agreement shall be valid if made by e-mail. Unless expressly so agreed, no modification or variation of this Agreement shall constitute or be construed as a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under this Agreement which have already accrued up to the date of such modification or waiver, and the rights and obligations of the parties under this Agreement shall remain in full force and effect, except and only to the extent that they are so modified or varied.
135. No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy. No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy. A waiver of any term, provision, condition or breach of this Agreement shall only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.