

## **TERMS AND CONDITIONS**

Welcome to Tavern Squad!

These are the terms and conditions for:

- <https://www.tavernsquad.io>
- <https://aleaxes.com>

By using the game, website and services, you agree to be bound by these terms and conditions and our privacy policy. In these terms and conditions, the words "website" refer to the Tavern Squad website, "we," "us," "our," and "Tavern Squad" refer to Tavern Squad, and "you" and "user" refer to you, the user of Tavern Squad.

The following terms and conditions apply to the game, website and services offered by Tavern Squad. This includes the mobile and tablet versions as well as any other version of Tavern Squad accessible via desktop, mobile, tablet, social media, or other devices.

**READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING OR OBTAINING ANY INFORMATION OR SERVICE FROM THE TAVERN SQUAD WEBSITE.**

### **ACCEPTANCE OF TERMS**

This agreement sets out the legally binding terms for your use of Tavern Squad. By using the website, you agree to be bound by this agreement. If you do not agree to the terms of this agreement, you must not use the website and stop using the service immediately. We may modify this agreement from time to time, and such modification will be effective when posted on the website. You agree to be bound by any modifications to these terms and conditions when you use Tavern Squad after such modification is posted on the website; therefore, it is important that you review this agreement regularly.

Tavern Squad may, in its sole discretion, refuse to offer the services to any user and change its eligibility criteria at any time. This provision is void where prohibited by law, and the right to access the service and the website is revoked in such jurisdictions.

The game, website and services may only be used in accordance with these terms and conditions and all applicable local, state, national, and international laws, rules, and regulations, specifically the commercial and financial laws and regulations applicable to your jurisdiction.

By using the game, website and services, you represent and warrant that: you are 18 years or older, of age of consent, and that you have the full right, power, and authority to enter into this agreement and to fully perform all of your obligations hereunder. You further represent and warrant that you are under no legal disability or contractual restriction that prevents you from entering into this agreement.

### **ALE & AXES GAME**

Ale & Axes by Tavern Squad is an innovative browser game leveraging blockchain technology, with its utility token \$WYRM serving as the in-game currency for most transactions. Additionally, a premium currency known as "Orbs" can be purchased for a fixed amount of ADA (Cardano). Our mission is to provide an engaging gaming experience while integrating the benefits of blockchain technology.

## **PAYMENTS**

Tavern Squad derives revenue through multiple channels, including NFT royalties, microtransactions within the game, and trading fees.

- **NFT Royalties:** Tavern Squad has two distinct NFT collections, from which we receive royalties amounting to 5% and 7.5% of secondary market transactions. These royalty rates may be subject to future adjustments.
- **Microtransactions:** Revenue is also generated through various microtransactions within the game, encompassing the purchase of in-game items, enhancements, and additional features. Furthermore, a nominal fee is imposed for the conversion of our utility token, \$WYRM, into its on-chain version.
- **Trading Fees:** Tavern Squad earns a fee of 0.25% on the trading volume of tokens provided to our Liquidity Pool for our utility token, \$WYRM.

Payments for our services are exclusively accepted in cryptocurrencies through a compatible digital wallet ("wallet"). By connecting your wallet through our website, you hereby grant permission to Tavern Squad to access your wallet for the purpose of processing transactions.

## **DISCLAIMER & ASSUMPTION OF RISK**

**TAVERN SQUAD IS NOT A BROKER, FINANCIAL INSTITUTION, OR CREDITOR. THE SERVICES ARE AN ADMINISTRATIVE PLATFORM ONLY.**

Our Services do not store, send, or receive cryptocurrency assets. This is because cryptocurrency assets exist only by virtue of the ownership record maintained on its supporting Blockchain. Any transfer of cryptocurrency assets occurs within the supporting Blockchain and not on the services. Transactions in NFTs may be irreversible and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. Some transactions in NFTs shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you initiated the transaction.

The regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the services and the utility of NFTs.

By using our services, you represent and agree that Tavern Squad does not at any time guarantee any profit or gain from the use of any of the services available on the website and that the sale and purchase of NFTs and transactions in the cryptocurrency market may be considered high-risk transactions that may involve potential and substantial losses of your investments in these markets.

In making a decision to enter into a transaction, you should consider your financial situation before making any capital investment through our services. You should understand that there are inherent risks of substantial capital or investment losses when trading cryptocurrencies and NFTs.

Users using our services will not benefit from the protections available for financial and investment services and products that are unregulated.

The cryptocurrency and NFTs markets are determined by demand and supply. The cryptocurrency and NFTs market can be an unpredictable and volatile environment, and prices can be highly speculative and are subject to constant change by the market. Please note that products may lose their value.

Trading cryptocurrencies and NFTs should be considered a high-risk activity and therefore should not be operated without the necessary knowledge or experience. It is recommended to understand the characteristics and risks inherent in these products before trading or making purchases in these markets. The user should understand that there is a high risk of loss when making purchases with cryptocurrencies if the markets move negatively against the user's position. It is important for the user to consider the risks inherent in each product and choose the type of product that best suits the user's financial situation.

Users declare and agree that they will be responsible for the calculation and payment of any taxes that may be generated by transactions made through our website. Tavern Squad is not responsible for incorrect tax calculations displayed through the website, if any. The user is solely and exclusively responsible for verifying such information and making the calculation and payment of taxes that may be generated by transactions made through our website. Tavern Squad does not accept claims from users in relation to the calculation of taxes shown on our website.

By accessing the game, website and services, you accept personal responsibility for the results of your actions. You agree to take full responsibility for any damage or loss you suffer as a result of your use or non-use of our game, website and services. You agree to use your judgment and exercise due diligence before taking any action or applying any advice suggested or recommended through the game, website and services.

Your use of our information and content should be based on your own due diligence and research. You agree that Tavern Squad is not responsible or liable at any time or under any circumstances for the success or failure of your investments or transactions relating directly or indirectly to the website. Do not trade or invest based solely on the information and content available on the website.

By accessing and viewing any material or information within this website, you agree that it is for general informational and educational purposes only and will not hold any person or entity liable for any resulting loss or damage.

By accessing and using the services, you represent that you understand the inherent risks associated with using cryptographic and blockchain-based systems and that you have a working knowledge of digital assets. Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing, using, and interacting with the services.

While we strive to keep the information up to date and accurate, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability, or availability with respect to the platform or the information, products, services, or related graphics contained on the platform for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

Tavern Squad does not guarantee any specific results or outcomes from the use of our platform. The effectiveness of web automation strategies may vary depending on various factors, including but not limited to individual user strategies, market conditions, and technological limitations. Users are solely responsible for their use of the platform and any outcomes resulting from such use.

While we strive to ensure the uninterrupted availability and security of our platform, we do not guarantee that the platform will be error-free or continuously available at all times. We reserve the right to suspend, modify, or discontinue any aspect of the platform at any time without prior notice.

Our platform may contain links to third-party websites or resources. These links are provided solely for your convenience and do not imply any endorsement by Tavern Squad of the content or services provided by such third parties. We have no control over the content or availability of these sites, and we are not responsible for any content, products, services, or practices of third-party websites.

Tavern Squad is in no way responsible for the actions, services, or failures of any third-party service providers involved in any of the Tavern Squad operations. Participants and users agree that Tavern Squad will not be held liable for any issues arising from third-party services, including but not limited to losses, delays, or inaccuracies that may affect the participants' experience or investment outcomes.

## **LICENSE TO USE THE PLATFORM**

The property rights of the website and the methods used on the website belong exclusively to Tavern Squad. Any physical or virtual exposure of the methods used on the website may result in violations of Tavern Squad's intellectual property rights.

Tavern Squad gives you a limited, worldwide, as applicable with the compliance of the terms, non-assignable, and non-exclusive license to use the website provided to you by Tavern Squad

as part of the services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the services as provided by Tavern Squad in the manner permitted by these terms. You may not copy, modify, distribute, sell, or lease any part of our services or included software, nor may you reverse engineer or attempt to extract the source code of that software unless laws prohibit those restrictions or you have our written permission.

The user agrees not to use the services negligently, for fraudulent purposes, or in an unlawful manner. Likewise, the user agrees not to partake in any conduct or action that could damage the image, interests, or rights of the Tavern Squad website or third parties.

Tavern Squad reserves the right to terminate your access immediately, with or without notice, and without liability to you if Tavern Squad believes that you have violated any of these terms or interfered with the use of the website or service by others.

## **COPYRIGHT**

All materials on Tavern Squad, including without limitation names, logos (some logos are shown as fair use), trademarks, images, text, columns, graphics, videos, software, and other elements are protected by copyrights, trademarks, and/or other intellectual property rights owned and controlled by Tavern Squad or by third parties that have licensed or otherwise provided their material to the website. You acknowledge and agree that all materials on Tavern Squad are made available for limited non-commercial personal use only. Except as specifically provided herein, no material may be copied, reproduced, republished, sold, downloaded, posted, transmitted, or distributed in any way or otherwise used for any purpose by any person or entity without Tavern Squad's prior express written permission. You may not add, delete, distort, or otherwise modify the material. Any unauthorized attempt to modify any material, to defeat or circumvent any security features, or to use Tavern Squad or any part of the material for any purpose other than its intended purposes is strictly prohibited. Please do not copy any content and pass it off as your own, as a copyright infringement will occur.

## **COPYRIGHT INFRINGEMENT**

Tavern Squad acknowledges the importance of intellectual property rights and is committed to compliance with applicable copyright laws. We take all inquiries, complaints, and claims regarding alleged infringement seriously.

If you believe in good faith that any material provided on or in connection with the website infringes your copyright or other intellectual property rights, please send us your infringement request in accordance with the relevant copyright laws and regulations.

## **PERSONAL DATA**

Any personal information you submit in connection with the use of the website will be used in accordance with our privacy policy. By using the website, you agree that we may collect and store your personal information. Please see our privacy policy.

## **PROHIBITED ACTIVITIES**

The content and information available on the website (including but not limited to data, information, text, music, sound, photos, graphics, video, maps, icons, or other material), as well as the infrastructure used to provide such content and information, is proprietary to Tavern Squad or licensed to Tavern Squad by third parties. For all content other than your content, you agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, or services obtained from or through the website. In addition, the following activities are prohibited:

- Access, monitor, reproduce, distribute, transmit, broadcast, display, sell, license, copy, or otherwise exploit any content of the services, including but not limited to using any robot, spider, scraper, or other automated means or any manual process for any purpose not in accordance with this agreement or without our express written permission;
- Post, upload, publish, submit, or transmit any content that: (i) infringes, misappropriates, or violates a third party's patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading, or deceptive; (iv) is defamatory, obscene, pornographic, vulgar, or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances;
- Violate the restrictions in any robot exclusion headers on the services or bypass or circumvent other measures employed to prevent or limit access to the services;
- Take any action that imposes or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
- Deep-link to any portion of the services for any purpose without our express written permission;
- "Frame," "mirror," or otherwise incorporate any part of the services into any other websites or service without our prior written authorization;
- Attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by Tavern Squad in connection with the services;
- Circumvent, disable, or otherwise interfere with security-related features of the services or features that prevent or restrict use or copying of any content; or
- Download any content unless it's expressly made available for download by Tavern Squad.

Tavern Squad is not obligated to monitor access to or use of the services or to review or edit any content. However, we have the right to do so for the purpose of operating the services, to ensure compliance with these terms, and to comply with applicable law or other legal requirements.

## **DISCLAIMER OF WARRANTIES & LIMITATION OF LIABILITY**

Because of the nature of the Internet, Tavern Squad provides and maintains the website on an "as is," "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of merchantability, title, fitness for a particular purpose, and non-infringement. You assume all risks associated with using our services and digital assets and decentralized systems generally, including but not limited to that: (a) digital assets are highly volatile; (b) staking or delegating digital assets is inherently risky due to both features of such assets and systems and the potential unauthorized acts of third parties; (c) you may not have ready access to assets; and (d) you may lose some or all of your tokens or other assets.

You agree that you will have no recourse against anyone else for any losses due to the use of our services. For example, these losses may arise from or relate to: (i) lost funds; (ii) server/ website failure or data loss; (iii) corrupted cryptocurrency wallet files; (iv) unauthorized access; (v) errors, mistakes, or inaccuracies; or (vi) third-party activities. We do not collect any personal data, and your interaction with our services will solely be through your public digital wallet address. Any personal or other data that you may make available in connection with our services may not be private or secure.

You will be responsible for any breach of these terms by you, and if you use the website in breach of these terms, you will be liable to and will reimburse Tavern Squad for any loss or damage caused as a result.

Tavern Squad will not be liable in any amount for failure to perform any obligation under this agreement if such failure is caused by the occurrence of any unforeseen event beyond its reasonable control, including without limitation Internet outages, communications outages, fire, flood, war, or act of God.

These terms do not affect your statutory rights as a consumer which are available to you.

Subject as aforesaid, to the maximum extent permitted by law, Tavern Squad excludes liability for any loss or damage of any kind howsoever arising, including without limitation any direct, indirect, or consequential loss, whether or not such arises out of any problem you notify to Tavern Squad, and Tavern Squad shall have no liability to pay any money by way of compensation, including without limitation all liability in relation to:

- Any incorrect or inaccurate information on the website.
- The infringement by any person of any Intellectual Property Rights of any third party caused by their use of the website.
- Any loss or damage resulting from your use or the inability to use the website or resulting from unauthorized access to or alteration of your transmissions or data in circumstances which are beyond our control.
- Any loss of profit, wasted expenditure, corruption or destruction of data, or any other loss which does not directly result from something we have done wrong.

- Any amount or kind of loss or damage due to viruses or other malicious software that may infect a user's computer equipment, software, data, or other property caused by persons accessing or using content from the website or from transmissions via emails or attachments received from Tavern Squad.
- All representations, warranties, conditions, and other terms which but for this notice would have effect.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL TAVERN SQUAD BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, DATA LOSS, OR ANY OTHER PECUNIARY LOSS) HOWEVER CAUSED AND ON ANY LEGAL OR EQUITABLE THEORY OF LIABILITY AND WHETHER OR NOT FOR BREACH OF CONTRACT, NEGLIGENCE, OR OTHERWISE EVEN IF TAVERN SQUAD HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, TAVERN SQUAD'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE GREATER OF (i) \$100 USDC; OR (ii) THE AMOUNT RECEIVED BY TAVERN SQUAD FROM USER IN THE ONE (1) MONTH PRECEDING SUCH CLAIM.

YOU ACKNOWLEDGE AND ACCEPT THE DISCLAIMERS AND LIMITATIONS OF LIABILITIES ARE FUNDAMENTAL ELEMENTS OF THE BARGAIN BETWEEN TAVERN SQUAD AND YOU.

## **ELECTRONIC COMMUNICATIONS**

No responsibility will be accepted by Tavern Squad for failed, partial, or garbled computer transmissions, for any computer, telephone, cable, network, electronic, or Internet hardware or software malfunctions, failures, connections, availability, Internet accessibility or availability, or for traffic congestion, or unauthorized human act, including any errors or mistakes.

## **INDEMNIFICATION**

You agree to defend and indemnify Tavern Squad from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties, or other costs or expenses of any kind or nature, including but not limited to reasonable legal and accounting fees brought by third parties as a result of:

- Your breach of this agreement or the documents referenced herein.
- Your violation of any law or the rights of a third party.
- Your use of the game, website and services.

## **CHANGES AND TERMINATION**

We may change the website and these terms at any time in our sole discretion and without notice to you. You are responsible for remaining knowledgeable about these terms. Your

continued use of the website constitutes your acceptance of any changes to these terms, and any changes will supersede all previous versions of the terms. If you don't agree to be bound by the changes, you may not use the services anymore. Because our services are evolving over time, we may change or discontinue all or any part of the services at any time and without notice at our sole discretion. Notwithstanding anything contained in these terms, we may suspend, modify, or terminate your access to and use of the services and the language of these terms at our sole discretion at any time and without notice to you. You may disconnect your digital wallet at any time. You acknowledge and agree that we shall have no liability or obligation to you in such an event and that you will not be entitled to a refund of any amounts that you have already paid to us or any third party to the fullest extent permitted by applicable law.

## **ASSIGNMENT**

This agreement and any rights and licenses granted hereunder may not be transferred or assigned by you but may be assigned by Tavern Squad without restriction.

## **INTEGRATION CLAUSE**

This agreement, together with the privacy policy and any other legal notices published by Tavern Squad, shall constitute the entire agreement between you and Tavern Squad concerning and governs your use of the website and the services.

## **COMPLIANCE DISCLAIMER**

Each user of this platform acknowledges and agrees that it is their sole responsibility to determine whether their use of the platform and its products is in compliance with their laws, regulations, and legal requirements of their home country of jurisdiction.

The platform and its products may not be legal or permissible in all countries, and their availability and use may be subject to local, national, or international regulations.

By accessing and using this platform and its products, users explicitly declare that they have verified and ensured their compliance with all applicable laws and regulations in their place of residence or operation.

The platform, its owners, operators, and affiliates disclaim any liability for any consequences, legal or otherwise, arising from a user's failure to comply with their home country's regulations or any other relevant laws.

Tavern Squad appreciates feedback, comments, ideas, proposals, and suggestions for improvements to the services. If you choose to submit feedback, you agree that we are free to use it without any restriction or compensation to you.

## **DISPUTES**

The user agrees that any dispute, claim, or controversy arising out of or relating to these terms and conditions or the breach, termination, enforcement, interpretation, or validity thereof, or the use of the website, shall be resolved by binding arbitration between the user and Tavern Squad, provided that each party retains the right to bring an individual action in a court of competent jurisdiction.

In the event of a dispute arising in connection with the use of the game, website and services or the breach of these conditions, the parties agree to submit their dispute to arbitration resolution before a reputable arbitration organization as mutually agreed by the parties and in accordance with applicable commercial arbitration rules.

You agree to initiate a formal dispute proceeding by sending us a communication through our contact information. Tavern Squad may choose to send you a written offer after receiving your initial communication. If we offer and send you a settlement offer and you do not accept the offer, or we are unable to resolve your dispute satisfactorily and you wish to continue with the dispute process, you must initiate the dispute resolution process before an accredited arbitration organization and file a separate Demand for Arbitration. Any award rendered by the arbitration tribunal shall be final and conclusive on the parties.

To the fullest extent permitted by law, you agree that you will not file, join, or participate in any class action lawsuit in connection with any claim, dispute, or controversy that may arise in connection with your use of the game, website and services.

Any dispute arising from or relating to the use of this website, the products offered herein, or these terms and conditions shall be subject to the exclusive jurisdiction of the courts of your jurisdiction.

By using this website and its services, you consent to the jurisdiction and venue of the above-mentioned courts and agree that any legal action or proceeding shall be conducted exclusively in accordance with the jurisdiction determined by the type of service acquired.

## **CONTACT INFORMATION**

If you have questions or concerns about these terms, please contact us through the contact information below:

Email: [contact@tavensquad.io](mailto:contact@tavensquad.io)