

Books Beats Box, Inc.

Terms of Service

Updated July 28, 2023

These Terms of Service (“**Terms**”, “**TOS**”, “**Terms of Use**”, “**TOU**” or “**Agreement**”) apply to all users (“**you**” “**your**”) of Books Beats Box, Inc.’s (“**Books Beats Box**”, “**3BX**”, the “**Company**”, “**us**”, “**our**”, and “**we**”) services platform, including mobile applications and online services platform (“**Platform**”). This Agreement also governs your use of our websites, including but not limited to booksbeatsbox.com, *.booksbeatsbox.com, 3bx.live, and *.3bx.live (“**Sites**”), as well as any other electronic or digital products or services made available by **Books Beats Box** that link to these Terms (all of the foregoing, collectively, the “**Services**”).

Please read these Terms carefully. This Agreement includes important information about your legal rights, remedies, and obligations, including various limitations and exclusions, and provisions that govern the procedure, jurisdiction and venue of any disputes. Some exceptions to the Agreement may apply based on your country of residence.

The Company may modify this Agreement at any time, and if we do, we will notify you by posting the modified Agreement on the Services. It’s important that you review any modified Agreement before you continue using the Services. If you continue to use the Services, you are bound by the modified Agreement. If you do not agree to be bound by the modified Agreement, then you may not use the Services.

THIS AGREEMENT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE SERVICES. BY ACCESSING OR USING THE SERVICES, YOU ARE ACCEPTING THIS AGREEMENT, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THIS AGREEMENT. YOU REPRESENT THAT YOU ARE OF SUFFICIENT LEGAL AGE IN YOUR JURISDICTION OR RESIDENCE TO USE OR ACCESS THE SERVICES AND TO ENTER INTO THIS AGREEMENT AND YOU ARE LOCATED IN A STATE THAT PERMITS THE USE OF THE SERVICES. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THIS AGREEMENT, DO NOT ACCESS AND/OR USE THE SERVICES.

SECTION 11 "DISPUTE RESOLUTION" CONTAINS A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER THAT AFFECT YOUR LEGAL RIGHTS. If you are a user in the European Economic Area (“**EEA**”), or any other country that does not allow such arbitration agreement, Section 11 does not apply to you. The disclaimers, exclusions, mandatory and binding arbitration, limitations of liability, indemnification, waiver of jury trial, waiver of class action and waiver of punitive damages under these Terms will not apply to the extent prohibited by applicable law. Some jurisdictions do not allow the exclusion of implied warranties or the exclusion or limitation of incidental or consequential damages or other rights, so those provisions of these Terms may not apply to you.

1. **Privacy.** To provide the Services, we need information about you. Please refer to our [Privacy Policy https://privacy.3bx.live](https://privacy.3bx.live) to help you understand what information we collect, how we use it, and what choices you have when you use our Services.
2. **Security.** While we provide reasonable precautions to protect your personal information, we do not and cannot guarantee or warrant that information transmitted through the Internet is secure, or that such transmissions are free from delay, interruption, interception or error.
3. **Accounts.**

3.1. *Eligibility.* You may use the Services only if you have the legal capacity to form a binding contract with the Company; you accept these Terms through the Platform, Sites, or by accessing or using the Services; and only if you are in compliance with these Terms and all applicable local, state/provincial, national and international laws, rules and regulations. Only individuals aged 18 and older are permitted to use the Services.

3.2. *Restricted Persons or Countries.* You further represent that you are not (a) the subject of economic or trade sanctions administered or enforced by any governmental authority or otherwise designated on any list of prohibited or restricted parties (including but not limited to the list maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury) or (b) a citizen, resident, or organized in a jurisdiction or territory that is the subject of comprehensive country-wide, territory-wide, or regional economic sanctions by the United States. Finally, you represent that your access and use of the Services will fully comply with all applicable laws and regulations, and that you will not access or use the Services to conduct, promote, or otherwise facilitate any illegal activity.

3.3. *Account Creation.* In order to use certain features of the Services, you will need to register for an account (“**Account**”) with your full name, email address, date of birth, address, password, and other personal information (“**Registration Data**”). You may delete your Account at any time, for any reason, by following the instructions on the Services. We may suspend or terminate your Account in accordance with Section 18. We may use and share your Registration Data in order to provide you with our Services and as described in our Privacy Policy.

By providing such information and data you consent to us submitting it to third party providers of age and identification services to verify that you are who you say you are and that the information you provide us is true and accurate. If you have provided false information, as we are unable to confirm your identity, your Account may be terminated and any and all activity within the Account deemed invalid, including, without limitation, the nullification of potential winnings and reward items.

3.4. *Responsibilities.* You agree and acknowledge that you are responsible for compliance with all applicable agreements, terms of use/service and other policies of your telephone providers, internet service providers, or mobile device operators. If you create an Account: you are responsible for maintaining the confidentiality of your Account login information and Registration Data; you are fully responsible for all activities that occur under your Account; and you agree to immediately notify us of any actual or suspected unauthorized use of your Account or any other breach of security. You will

be solely responsible for maintaining the confidentiality of your Registration Data. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

4. Access to Services.

4.1. *License.* Subject to this Agreement, the Company grants you a personal, noncommercial, nonexclusive, nontransferable, nonsublicensable, revocable, limited license to download, view, display, and use the Services and Content therein solely for the permitted use within the Services. “**Content**” means the text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, communications, interactive features, works of authorship of any kind, and information or other materials that are generated, provided, or otherwise made available through the Services.

4.2. *Certain Restrictions.* The rights granted to you in these Terms are subject to the following restrictions: (i) you agree not to license, sell, rent, lease, transfer, assign, distribute, host or otherwise commercially exploit the Services; (ii) you agree not to modify, make derivative works of, disassemble, reverse-compile or reverse-engineer any part of the Services or Content; (iii) you agree not to access the Services in order to build a similar or competitive service or product; (iv) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; (v) you agree not to upload, transmit or distribute any computer viruses, worms or any software intended to damage or alter a computer or communications network, computer, handheld mobile device, data, the Services, or any other system, device or property; (vi) you agree not to interfere with, disrupt or attempt to gain unauthorized access to the servers or networks connected to the Services or violate the regulations, policies or procedures of such networks; (vii) you agree not to access (or attempt to access) any of the Services by means other than through the interfaces that are provided by the Company; (viii) you agree not to remove, obscure or alter any proprietary rights notices (including copyrights and trademark notices) that may be contained in, or displayed in connection with, the Services. Any future release, update or other addition to functionality of the Services shall be subject to these Terms; and (iv) you agree not to use a VPN, proxy or similar service that masks or manipulates the identification of your real location.

4.3. *Modification.* The Services are provided to you as a convenience and for your information only. We reserve the right, at any time, to modify, suspend, or discontinue the Services (in whole or in part) with or without notice to you at our sole discretion. You agree that the Company will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Services or any part thereof.

4.4. *No Support or Maintenance.* You acknowledge and agree that the Company will have no obligation to provide you with any support or maintenance in connection with the Services.

4.5. *Ownership.* Excluding any User Content (defined below) that you may provide and copyrights, patents, trademarks, and trade secrets held and protected by a third party, you acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Services and its contents are owned by the Company and/or its licensors. Neither this Agreement, nor your access to the Services, transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in this Section

5. The Company and its subsidiaries or parent company, service providers, and affiliates, reserve all rights not expressly granted in this Agreement. There are no implied licenses granted under this Agreement.

4.6. *Open Source.* Certain items of independent, third-party code may be included in the Services that are subject to the GNU General Public License (“**GPL**”) or other open-source licenses (“**Open-Source Software**”). The Open-Source Software is licensed under the terms of the license that accompanies such Open-Source Software. Nothing in this Agreement limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable end-user license for such Open-Source Software. In particular, nothing in this Agreement restricts your right to copy, modify and distribute such Open-Source Software that is subject to the terms of the GPL.

4.7. *Limitation of Services*

4.7.1. *Intended Use of Services.* The Services are intended to be accessed and used for non-time-critical purposes. While we aim for the Services to be highly reliable and available, they are not intended to be reliable or available 100% of the time. The Services are subject to sporadic interruptions and failures for a variety of reasons beyond the Company’s control, including Wi-Fi intermittency, service provider uptime, mobile notifications and operators, among others. You acknowledge these limitations and agree that the Company is not responsible for any damages allegedly caused by the failure or delay of the Services.

4.7.2. *Reliability of Services.* You acknowledge that the Services are not error-free or 100% reliable and 100% available. Proper functioning of the Services relies and is dependent on, among other things, the transmission of data through Wi-Fi networks, enabled wireless device (such as a phone or tablet) and broadband internet access, or cellular service, for which neither the Company nor any wireless or data carrier is responsible, and may be interrupted, delayed, refused, or otherwise limited for a variety of reasons, including insufficient coverage, power outages, termination of service and access, environmental conditions, interference, non-payment of applicable fees and charges, system capacity, upgrades, repairs or relocations, and priority access by emergency responders in the event of a disaster or emergency (collectively, “Service Interruptions”). You understand that Service Interruptions may result in the Services being unreliable or unavailable for the duration of the Service Interruption.

4.7.3. *Service Interruptions; no refund or rebate.* The Services may be suspended temporarily, without notice, for security reasons, systems failure, maintenance and repair, or other circumstances. You agree that you will not be entitled to any refund or rebate for such suspensions. The Company does not offer any specific uptime guarantee for the Services.

4.7.4. *In-app Store Purchase or purchases through the Platform.* All items and services sold through in-app store or the Platform are for entertainment purposes, have no real-world value, and are sold AS-IS without refunds or rebates.

- 4.7.5. Outages. In the event of any Service Interruptions to the Wi-Fi network or internet service with which you are connected, the Services may be unreliable or unavailable for the duration of the Service Interruption. Further, features and functionalities of the Services may be unavailable to you for the duration of the Service Interruption.
- 4.7.6. Entertainment Only. The Services are intended to be for entertainment purposes. The company has no knowledge of any customer using services for anything other than for entertainment purposes. You agree when you access and use the Company Services, the Services are only for entertainment purposes.
- 4.7.7. Cryptocurrencies, Virtual currencies, In-app currencies, etc. has no cash value. Any virtual currency, cryptocurrency, in-app currency, etc. offered by or through the Company and the Platform has no cash value, cannot be exchanged for cash, and is provided AS-IS. The Company is not responsible or liable for any third-party offering cash exchange for any virtual currency, cryptocurrency, in-app currency, etc. The company is also not responsible for services and promises of any third-party offering currency exchange for any virtual currency, cryptocurrency, in-app currency, etc. The company makes no promise or statement that any virtual currency, cryptocurrency, in-app currency, etc. has any cash value or can be used like cash to make real world purchases or exchanges. Any purchases of virtual currency, cryptocurrency, and/or in-app currency with cash is strictly for entertainment purposes only. The purchase of virtual currency, cryptocurrency, and/or in-app currency through the Company is to receive entertainment only and to support the Company's operations and further development of services, new features and functionalities.
- 4.7.8. In-app purchases with in-app currencies are non-refundable. Services provided by the Company, or the Platform provides fictional in-app assets and fictional in-app currencies. Purchases of in-app assets with in-app currencies are FINAL, AS-IS, non-reversible, non-refundable, and non-exchangeable.
- 4.7.9. In-app purchases with fiat currencies are non-refundable. Services provided by the Company, or the Platform provides fictional in-app assets and fictional in-app currencies. Purchases of fictional in-app assets and fictional in-app currencies pays for operating expenses of the services and the Platform, supports further development of the Platform and the services in exchange for entertainment. Purchases of in-app assets are FINAL, AS-IS, non-reversible, non-refundable, and non-exchangeable.
- 4.7.10. Purchase of in-app currencies is optional. In-app currencies may be rewarded to the player by using the Company's Platform, Sites, or Services. In-app currencies may also be rewarded to users of the Platform without charge. No purchase of in-app currencies is necessary. In-app currencies rewarded by the Company are provided AS-IS, has no cash-value, and are for entertainment purposes only. In-app currencies rewarded to users of the Platform are provided AS-IS, has no cash-value, and are for entertainment purposes

only. Users of the Company's Platform, Sites, or Services have the option of acquiring additional fictional in-app currencies through purchasing in-app currencies with fiat currencies. Purchases of in-app currencies are FINAL, are provided AS-IS, has no cash-value, and are for entertainment purposes only.

4.7.11. No Income, Revenue, or Return on Investment. You agree the Company cannot be held responsible for any expected income, revenue, or return on investment from your use of the Services. You agree the Company cannot be held responsible for any loss of income, revenue, or return on investment from your use of the Services.

4.7.12. Purchases through the Company's Platform. All purchases made through the Platform provided by the Company does not make the purchaser an Investor of the company. These purchases are for recreational and entertainment services and purpose only.

4.8. *App Stores.* You acknowledge and agree that the availability of the Services may be dependent on the third-party websites from which you download the Apps, e.g., the Google Play Store from Google or the App Store from Apple (each an "**App Store**"). You acknowledge that this Agreement is between you and the Company and not with an App Store. Each App Store may have its own terms and conditions to which you must agree before downloading Apps from it. You agree to comply with such App Store terms and conditions, and your license to use the Services is conditioned upon your compliance with such App Store terms and conditions. To the extent that such other terms and conditions from such App Store are less restrictive than or otherwise conflict with the terms and conditions of this Agreement, the more restrictive or conflicting terms and conditions in this Agreement apply.

5. User Content.

5.1. *User Content.* "**User Content**" means any and all information, data, and Content that a user submits to, creates, or uses with, the Services. You are solely responsible for your User Content. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that personally identifies you or any third party. You hereby represent and warrant that your User Content does not violate our **Acceptable Use Policy** (defined in Section 8). You may not represent or imply to others that your User Content is in any way provided, sponsored, or endorsed by the Company. **Please be aware that information provided in the User Content may be publicly visible.** Because you alone are responsible for your User Content, you may expose yourself to liability if, for example, your User Content violates the Acceptable Use Policy. We are not obligated to backup any User Content, and your User Content may be deleted at any time without prior notice. You are solely responsible for creating and maintaining your own backup copies of your User Content if you desire. You are also responsible for any actions you take in reliance on User Content of other users. You acknowledge and agree that we are not responsible for any User Content, whether provided by you or by others. We make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content.

5.2. *License.* You hereby grant, and you represent and warrant that you have the right to grant, to the Company an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit your User Content, and to grant sublicenses of the foregoing rights, solely for the purposes of researching or developing new products and/or services and including your User Content in the Services. You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content. By posting User Content, you attest that you are not restricted or prohibited from making such content publicly available under law or contractual or fiduciary relationships. In the event that you no longer wish to use the Company Platform and Services to distribute your digital assets, you agree to notify us in writing at support@booksbeatsbox.com. Such written notification must include the details of the withdrawal of digital assets.

5.3. *Rightful Owner.* By uploading digital assets to our platform, you, hereby represent and warrant that you are the rightful owner of the uploaded digital assets and that you have the exclusive legal right and authority to grant the Company the rights to distribute and sell licenses to those assets on your behalf. You further affirm that no other entity, party, or individual has any claim, ownership, or distribution rights to the uploaded digital assets that could challenge or dispute your rights to grant such authority to the Company. In the event that your ownership and rights to the uploaded digital assets change, you agree to notify us in writing at support@booksbeatsbox.com. Such written notification must include the details of the change in ownership and rights and any necessary documentation supporting the transfer of rights to another party.

5.4. *Copyright Infringement.* You acknowledge that the Company takes copyright infringement seriously, and any violation of copyright laws through the uploading of unauthorized or infringing digital assets will result in appropriate actions taken by the Company, including cooperation with legal authorities and affected parties.

5.5. *Buyer Rights.* Should you decide to no longer sell your digital assets through the Platform, you understand and agree that any existing licenses sold to other users (customers) before the termination date will remain valid and in effect. The Platform will cease to facilitate new sales and distributions of your digital assets, but customers who have already purchased license(s) will retain access to the digital asset in perpetuity, as outlined in their license agreements. You also agree that you will not hold the Company financially responsible for any refunds to customers resulting from your decision to terminate the availability of your digital assets through the Platform.

6. Third Party Websites or Resources; Other Users.

6.1. *Third-Party Resources.* Our Services may contain links or directions to navigate to third party websites, applications, advertisements, or resources (collectively, “**Third-Party Resources**”). We are not responsible for services on or available from those Third-Party Resources, or links displayed on such Third-Party Resources. When you use any Third-Party Resource as part of a Game or our Services, the applicable Third-Party Resources’ terms and policies apply, including the third party’s privacy and data gathering practices. To the extent permitted under applicable law, you

acknowledge sole responsibility for and assume all risk arising from, your use of any Third-Party Resources.

6.2. *Third-Party Services.* The Company is not responsible for the availability or quality of third-party services, including cell phone networks, step-by-step GPS directions providers, hotspots, wireless internet and other services (collectively, “**Third-Party Services**”). Such Third-Party Services may affect your ability to utilize the Services and you hereby waive and release the Company and any other party involved in creating or delivering the Services from all claims, demands, causes of action, damages, losses, expenses or liability which may arise out of, result from, or relate in any way to such Third-Party Services. Certain Third-Party Services may require your consent to use them. When you use any Third-Party Services as part of a Game or our Services, the applicable Third-Party Services’ terms and policies apply, including the third party’s privacy and data gathering practices.

6.3. *Other Users.* Your interactions with other users of the Services, Game participants, and/or Game characters and actors (“Other Users”) are solely between you and such Other Users, whether such interactions occur while using our Services or outside of our Services. You agree that the Company will not be responsible for any loss, injury, or damage incurred as the result of any such interactions. We have no obligation to become involved or to assist in resolving any dispute between you and any Other Users. Please be mindful of the information you provide in public interactions on the Services.

7. **Acceptable Use Policy.** The following terms constitute our “**Acceptable Use Policy**”:

7.1. *User Content.* You agree not to use the Services to create, collect, upload, transmit, display, or distribute any User Content (i) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another’s privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable; (iii) that is harmful to minors in any way; or (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party.

7.2. *Safe and Appropriate Use.* While you are using our Services, please be aware of your surroundings, respect private property, don’t endanger yourself, and play and communicate safely. Some Games may take place in real locations, on public or private property [assume you have permission to do on private property], and you are responsible for abiding by any rules and regulations of such locations. We will not be responsible for any harm you cause to yourself, any other individuals or to any property while you are participating in, or in connection with, a Game. **You agree that your use of the Services is at your own risk.** You agree that you will not use the Services to violate any applicable law, regulation, or instructions as outlined in this Agreement, and you will not encourage or enable any other individual to do so. By offering the Games and other Services, we make no representation that it is medically safe or healthy for you to participate, and you must make your own judgment before participating in any Game. If you have any concerns regarding the safety of a Game, please consult with a healthcare professional before participating in a Game or using our Services.

7.3. *Your Interactions with Other People.* You agree that when using the Services, you will maintain safe and appropriate contact and communication with other players, and other people in the real world. You will not harass, threaten or otherwise violate the legal rights of others. You will not trespass, or in any manner attempt to gain or gain access to any property or location where you do not have a right or permission to be, and will not otherwise engage in any activity that may result in injury, death, sexual harassment, property damage, nuisance, or liability of any kind. You hereby release the Company from any liability, claim, obligation, loss or demand arising out of or in any way connected with any disputes between you and any third party relating to your use of the Services.

7.4. *Conduct, General Prohibitions, and the Company's Enforcement Rights.* You agree that you are responsible for your own conduct [and User Content] while using the Services, and for any consequences thereof. In addition, you agree not to do any of the following, unless applicable law mandates that you be given the right to do so:

- 7.4.1. collect, store or share any personally identifiable information of other users from the Services without their express permission;
- 7.4.2. extract, scrape, or index the Services or Content (including information about users or gameplay);
- 7.4.3. use the Services or Content, or any portion thereof, for any commercial purpose or in a manner not permitted by this Agreement, including but not limited to (a) gathering in-App items or resources for sale outside the Apps, (b) performing services in the Apps in exchange for payment outside the Apps, or (c) selling, reselling, or renting the Apps or your Account;
- 7.4.4. attempt to access or search the Services or Content or download Content from the Services through the use of any technology or means other than those provided by the Company or other generally available third party web browsers (including without limitation automation software, bots, spiders, crawlers, data mining tools, or hacks, tools, agents, engines, or devices of any kind);
- 7.4.5. use the Services to harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent;
- 7.4.6. bypass, remove, deactivate, descramble, or otherwise circumvent any technological measure implemented by the Company or any of the Company's providers or any other third party (including another user) to protect the Services or Content;
- 7.4.7. use, display, mirror, or frame the Services, Content, or any individual element within the Services or Content, the Company's name, any the Company trademark, logo, or other proprietary information, or the layout and design of any page or App without the Company's express written consent;
- 7.4.8. post, publish, submit or transmit any User Content that 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;
- 7.4.9. upload, transmit, or distribute to or through the Services any computer viruses, worms, or any software intended to damage or alter a computer system or data;
- 7.4.10. attempt to probe, scan, or test the vulnerability of any the Company system or network or Service, or breach any security or authentication measures;
- 7.4.11. interfere with, disrupt, or create an undue burden on servers or networks connected to the Services, or violate the regulations, policies or procedures of such networks;

- 7.4.12. use any meta tags or other hidden text or metadata utilizing a the Company trademark, logo, URL, or product name without the Company's express written consent;
- 7.4.13. forge any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting, or in any way use the Services or Content to send altered, deceptive, or false source identifying information;
- 7.4.14. interfere with, or attempt to interfere with, the access of any user, host, or network, including, without limitation, sending a virus, overloading, flooding, spamming, encrypting, or mailbombing the Services;
- 7.4.15. send through the Services unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise;
- 7.4.16. delete, obscure, or in any manner alter any attribution, warning, or link that appears in the Services or the Content;
- 7.4.17. violate any applicable law, rule, regulation or policy;
- 7.4.18. encourage or enable any other individual to do any of the foregoing;
- 7.4.19. use or consider in-app currencies for anything except for entertainment purposes;
- 7.4.20. Exchange or make attempts to exchange in-app currency for other cash or other fiat currencies;
- 7.4.21. use or consider virtual currencies provided by the Company for anything except for entertainment purposes;
- 7.4.22. exchange or make attempts to exchange virtual currencies provided by the Company for other cash or other fiat currencies;
- 7.4.23. use or consider cryptocurrencies provided by the Company for anything except for entertainment purposes;
- 7.4.24. exchange or make attempts to exchange cryptocurrencies provided by the Company for other cash or other fiat currencies;
- 7.4.25. acquire any cryptocurrencies provided by the Company if you are a legal resident or citizen of the United States;
- 7.4.26. acquire any cryptocurrencies provided by the Company if you are subjected to laws of the United States;
- 7.4.27. use the Service for anything other than entertainment purposes; or
- 7.4.28. use the Service to create income or revenue.

7.5. *Content Review.* Although the Company is not obligated to monitor access to or use of the Services or Content or to review or edit any Content, we have the right to do so for the purpose of operating the Services, to ensure compliance with this Agreement, to comply with applicable law or other legal requirements, or for any other lawful purpose. We reserve the right to remove or disable access to any Content, at any time and without notice. The Company may remove any Content we consider to be objectionable or in violation of this Agreement. We have the right to investigate violations of this Agreement or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users and others who violate the law.

7.6. ANY ATTEMPT BY YOU TO DISRUPT OR INTERFERE WITH THE SERVICES, INCLUDING WITHOUT LIMITATION UNDERMINING OR MANIPULATING THE LEGITIMATE OPERATION OF ANY SITE OR APP, IS A BREACH OF THIS AGREEMENT AND MAY BE A BREACH OR VIOLATION OF CRIMINAL AND CIVIL LAWS.

7.7. *Assumption of Risks.* Unless prohibited by applicable law, you agree that by downloading the Apps or utilizing our Services, you willingly, knowingly and voluntarily assume any and all risks occurring before, during or after the use of the Service and participation in a Game, including injury by any cause and damage, loss, or theft of property. You acknowledge that Games, and certain activities during Games, have inherent and unforeseen risks, including but not limited to (a) contact or collision with persons or objects, (b) obstacles (e.g., natural and man-made water, road and surface hazards), (c) equipment related hazards (e.g., broken, defective or inadequate equipment, unexpected equipment failure), (d) weather related hazards, (f) judgment and/or behavior related problems by the general public (e.g., erratic or inappropriate behavior or errors in judgment by individuals in public or online), and (g) natural hazards. If you believe or become aware of any unsafe conditions or unreasonable risks, you agree to immediately cease participation in the Game and notify the Company via email at **support@booksbeatsbox.com** or via our support portal **support.booksbeatsbox.com**.

7.8. *Enforcement.* We reserve the right (but have no obligation) to review any User Content, and to investigate and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of this Agreement or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content, suspending or terminating your Account in accordance with Section 8, and/or reporting you to law enforcement authorities.

8. **Feedback.** If you provide us with any feedback, ideas, or suggestions (whether via e-mail, dedicated forms, or other methods) regarding the Services, including any ideas or suggestion related to proposed Games (“**Feedback**”), you hereby assign to us all rights in such Feedback and agree that the Company shall have the right to use (or not use) and fully exploit such Feedback and related information in any manner it deems appropriate, without notice or compensation to you. You will not have any ownership rights in the Feedback. The Company will treat any Feedback you provide to us as non-confidential and non-proprietary. You agree that you will not submit to us any information or ideas that you consider to be confidential or proprietary.

9. **Dispute Resolution.** *Please read this Section 10 (“Arbitration Agreement”) carefully. It is part of your contract with the Company and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.*

9.1. **YOU AGREE THAT DISPUTES BETWEEN YOU AND THE COMPANY WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND YOU ARE WAIVING YOUR RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.**

9.2. THIS NOTICE DOES NOT APPLY: (1) IF YOU ARE A RESIDENT OF THE EUROPEAN ECONOMIC AREA, OR ANY JURISDICTION WHICH DOES NOT ALLOW THIS ARBITRATION AGREEMENT, (2) IF YOU OPT OUT OF ARBITRATION AS DESCRIBED IN THE "ARBITRATION" SECTION BELOW, OR (3) TO CERTAIN TYPES OF DISPUTES DESCRIBED IN SECTION 10.17, “ARBITRATION,” BELOW.

9.3. *Applicability of Arbitration Agreement.* All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Agreement or the use of any product or Services provided by the Company that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and the Company, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Agreement.

9.4. *Notice Requirement and Informal Dispute Resolution.* Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (“**Notice**”) describing the nature and basis of the claim or dispute, and the requested relief. A Notice to the Company should be sent via email at **support@booksbeatsbox.com** or via our support portal **support.booksbeatsbox.com**. After the Notice is received, you and the Company may attempt to resolve the claim or dispute informally. If you and the Company do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

9.5. *Arbitration Rules.*

9.5.1. Arbitration shall be initiated through the American Arbitration Association (“**AAA**”), an established alternative dispute resolution provider (“**ADR Provider**”) that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider.

9.5.2. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Agreement. The Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes (the “**AAA Rules**”) governing the dispute are available at <https://www.adr.org/Rules> or by calling the AAA at 1-800-778-7879.

9.5.3. The arbitration shall be conducted by a single, neutral arbitrator. The single arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA’s roster of arbitrators. If the parties are unable to agree upon an arbitrator within fourteen (14) days of delivery of the Notice, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

9.5.4. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules.

9.5.5. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearings.

9.5.6. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the arbitrator grants you an award that is greater than the last

settlement offer that the Company made to you prior to the initiation of arbitration, the Company will pay you the greater of the award or \$2,500.00.

9.5.7. Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

9.6. *Additional Rules for Non-Appearance Based Arbitration.* If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

9.7. *Time Limits.* If you or the Company pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.

9.8. *Authority of Arbitrator.* If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and the Company, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and the Agreement. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and the Company.

9.9. *Waiver of Jury Trial.* **THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY**, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and the Company in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, **YOU AND THE COMPANY WAIVE ALL RIGHTS TO A JURY TRIAL**, instead electing that the dispute be resolved by a judge.

9.10. *Waiver of Class or Consolidated Actions.* **ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.**

9.11. *Confidentiality.* All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party

from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

9.12. *Severability.* If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

9.13. *Right to Waive.* Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

9.14. *Survival of Agreement.* This Arbitration Agreement will survive the termination of your relationship with the Company.

9.15. *Small Claims Court.* Notwithstanding the foregoing, either you or the Company may bring an individual action in small claims court.

9.16. *Emergency Equitable Relief.* Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

9.17. *Claims Not Subject to Arbitration.* Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.

9.18. *Courts.* In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within Delaware, USA, for such purpose.

10. **Age Requirements.** By using the Services, you affirm that you are of sufficient legal age in your jurisdiction or residence, or are an emancipated minor, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in the Agreement, and to abide by and comply with the Agreement.

11. **Objectionable Material.** You acknowledge that, in using the Services and accessing the Content, you may encounter material that you deem to be disturbing, offensive or objectionable. You agree to use the Services at your sole risk and that we will have no liability to you for material that may be disturbing, objectionable or offensive to you.

12. **Indemnification.** Unless prohibited or limited by law, you agree to indemnify and hold the Company, our affiliates, subsidiaries, or parent company, or any of our respective officers, directors, stockholders, administrators, agents, participants, attorneys, employees, executors, heirs, predecessors, successors, assigns, service providers, or other representatives, and each person acting by, through, under or in concert with such parties, from and against any and all claims,

demands, suits, proceedings, liabilities, judgments, losses, damages, expenses, and costs (including, but not limited to, reasonable attorneys' fees) assessed or incurred by such parties, directly or indirectly, with respect to or arising out of: (a) your use of the Services, (b) your violation of this Agreement, (c) your violation of applicable laws or regulations, (d) your use, exchange(s), winnings, and income related to in-app items, in-app currency(ies), and/or cryptocurrency(ies) or (d) your User Content. the Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of the Company. We will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

13. Disclaimers.

13.1. **THE SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND THE COMPANY (AND OUR SERVICE PROVIDERS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SERVICE PROVIDERS) MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE CURRENT, ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SERVICES, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.**

13.2. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

13.3. We are not registered with the U.S. Securities and Exchange Commission as a national securities exchange or in any other capacity. You understand and acknowledge that we do not broker trading orders on your behalf nor do we collect or earn fees from your trades on the Services. We also do not facilitate the execution or settlement of your trades, which occur entirely on the public distributed Ethereum blockchain or other blockchains.

13.4. All information provided by the Services is for informational purposes only and should not be construed as investment advice. You should not take, or refrain from taking, any action based on any information contained in the Services. You alone are responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances, and risk tolerance.

13.5. The Company provides the Services for entertainment purposes only. The Company makes no claim or guarantee the Service provided is for any other purposes except entertainment. The

Company makes no claim the Service can provide or guarantee a revenue stream and/or income to anyone. You understand and acknowledge that using the Service is only for entertainment purposes, and the Service cannot guarantee you revenue stream and/or income. You also understand that you cannot hold the Company responsible for any loss of revenue or income through your use of the Services.

13.6. Any **cryptocurrency** or **virtual currency** acquired from the Company or the Platform **are provided AS-IS, has no cash-value, and are for entertainment only.** The Company makes no claim or guarantee any virtual currency or cryptocurrency acquired from the Company or the Platform will have any cash value or can be exchanged for real world items or services. Furthermore, **if you are a resident or citizen of the United States or someone subjected to the laws of the United States** (and any of its territories), **you will not acquire or attempt to acquire any cryptocurrency from the Company or the Platform** and you will not and cannot hold the Company and the Platform liable or responsible for any cryptocurrency you may acquire.

13.7. You agree and understand that all trades you submit through the Services are considered unsolicited, which means that you have not received any investment advice from us.

14. **Release.** To the maximum extent permitted by law, you hereby release and forever discharge the Company our affiliates, subsidiaries, or parent company, or any of our respective officers, directors, stockholders, administrators, agents, participants, attorneys, employees, executors, heirs, predecessors, successors, assigns, service providers, or other representatives, and each person acting by, through, under, or in concert with such parties from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Services or your participation in any Game, winnings, and cryptocurrency income or transactions, including any interactions with, or act or omission of, other Service users, the general public, or any third-party websites or resources. IF YOU ARE A RESIDENT OF THE STATE OF CALIFORNIA, USA, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

15. Limitation of Liability.

15.1. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE COMPANY OUR AFFILIATES, SUBSIDIARIES OR PARENT COMPANY, OR ANY OF OUR RESPECTIVE OFFICERS, DIRECTORS, STOCKHOLDERS, ADMINISTRATORS, AGENTS, PARTICIPANTS, ATTORNEYS, EMPLOYEES, EXECUTORS, PREDECESSORS, SUCCESSORS, ASSIGNS, SERVICE PROVIDERS, OR OTHER REPRESENTATIVES, AND EACH PERSON ACTING BY, THROUGH, UNDER OR IN CONCERT WITH SUCH PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL,

EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR YOUR USE OF, OR INABILITY TO USE, THE SERVICES OR CONTENT, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICES IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

15.2. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT AND THE SERVICES (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF ONE HUNDRED US DOLLARS (U.S. \$100). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT.

15.3. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

16. Term and Termination. This Agreement will remain in full force and effect while you use the Services. We may suspend or terminate your rights to use the Services (including your Account, if any) at any time for any reason at our sole discretion, including for any use of the Services in violation of this Agreement. Upon termination of your rights under this Agreement, your Account and right to access and use the Services will terminate immediately. You understand that any termination of your Account may involve permanent deletion of your User Content associated with your Account. The Company will not have any liability whatsoever to you for any termination of your rights under this Agreement, including for termination of your Account or deletion of your User Content. Even after your rights under this Agreement are terminated, the following provisions of this Agreement will remain in effect: Sections 4 through 7 (inclusive), Section 8.1, Section 9, Section 10, Section 16 through 18 (inclusive).

17. General.

17.1. *Changes.* This Agreement is subject to revision, and if we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us (if any), and/or by prominently posting notice of the changes on the Services. If you have provided us with an e-mail address, you are responsible for ensuring that it is your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Any changes to this Agreement will be effective upon the earlier of seven (7) calendar days following our dispatch of an e-mail notice to you (if applicable) or seven (7) calendar days following our posting of notice of the changes on any of the Services. These changes will be effective immediately for new users of the Services. Continued use of the Services following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

17.2. *Export.* The Services may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from the Company, or any products utilizing such data, in violation of the United States export laws or regulations.

17.3. *California Disclosure.* The Company is located at the address set forth below. If you are a resident of the state of California, USA, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210.

17.4. *Force Majeure.* Neither party will be responsible to the other for any delay in performing under this Agreement which results from civil disturbance, undeclared or declared war or other hostilities, acts of terrorism, acts of anarchy, labor strikes or interruptions, earthquakes or other acts of Nature or acts of God, governmental orders, diseases, pandemics, or any cause beyond the reasonable control of such party.

17.5. *Governing Law; Jurisdiction and Venue.* To the extent that the Agreement allows you or the Company to initiate litigation in a court, other than for small claims court actions, you agree that this Agreement and all matters relating to your access to, or use of, the Services will be governed by the laws of the State of Delaware, USA, without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction. You agree and hereby submit to the exclusive personal jurisdiction and venue of the state and federal courts located in the State of Delaware, USA, for any dispute arising out of or relating to this Agreement and the parties waive any objection based on venue or inconvenient forum.

17.6. *Entire Agreement.* The Agreement constitutes the entire and exclusive understanding and agreement between the Company and you regarding the Services and Content, and the Agreement supersedes and replaces any and all prior oral or written understandings or agreements between the Company and you regarding the Services and Content.

17.7. *Waiver.* The Company's failure to enforce any right or provision of the Agreement will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of the Company. Except as expressly set forth in the Agreement, the exercise by either party of any of its remedies under the Agreement will be without prejudice to its other remedies under the Agreement or otherwise.

17.8. *Severability.* If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

17.9. *Local Laws.* We make no representation that any Content, or functions of, the Services are appropriate or available for use in jurisdictions that are outside the United States, or certain jurisdictions in the United States. Access to the Services from jurisdictions where such access is illegal is prohibited. If you choose to access the Services from other jurisdictions, you do so at your own initiative and are responsible for compliance with applicable local laws and regulations. You agree

that you are solely responsible for your compliance with applicable tax laws and obligations based on your use of the Services.

17.10. *Section Titles.* The section titles in this Agreement are for convenience only and have no legal or contractual effect. The word “including” means “including without limitation”.

17.11. *Relationship of Parties.* Your relationship to the Company is that of an independent contractor, and neither party is an agent or partner of the other.

17.12. *Assignment and Delegation.* This Agreement, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without the Company’s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. We may freely assign this Agreement. The terms and conditions set forth in this Agreement shall be binding upon assignees.

17.13. *Copyright/Trademark Information.* Copyright © 2022 BOOKS BEATS BOX, INC. All rights reserved. All trademarks, logos and service marks (“**Marks**”) displayed in connection with the Services are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

17.14. *Contact Information.* If you have additional questions or comments of any kind, please let us know by sending your comments or requests to us at:

Mail:

Books Beats Box, 3BX inc.
3261 Old Washington Road, Suite 2020
Waldorf, Maryland 20602

Email Address:

support@booksbeatsbox.com

Telephone number:

+1 240 - 681 - 9072

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