

TONight Website Terms of Use Agreement

Last Update: Februar 2023

Geecko INC. ("us", "we", or "our") operates <http://ton.plearnyx.com/> (hereinafter referred to as "Service"). Your use of this Website is subject to these Terms and Conditions of Website Use (the "User Agreement"). Please read this User Agreement and the other information referred or linked to in this User Agreement carefully and be sure you understand it, since it is a legally binding agreement that contains important information about our Website and your permitted use of it. From time to time we may unilaterally modify this User Agreement, so it is important that you review this User Agreement every time you use this Website.

PLEASE NOTE: YOUR USE OF THIS WEBSITE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY AND COMPLY WITH ALL OF THE TERMS OF THIS USER AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS USER AGREEMENT, THEN YOU MAY NOT USE THIS WEBSITE.

1. Right to Use this Website

Geecko grants you a limited, non-exclusive, revocable license for you to use this Website hosted <http://ton.plearnyx.com/> for your personal entertainment, information, education, and communication, upon all of the terms of this User Agreement. This Website contains materials and other items relating to Geecko and its products and services, and similar items from our business partners, licensors, and licensees, and other third parties (collectively, the "Content"). The Content may be in the form of information, text, data, images, graphics, button icons, registered and unregistered trademarks, illustrations, photographs, audio clips, music, sounds, pictures, videos, software, or other forms and formats now known or later invented. In using this Website, you must respect the intellectual property rights of Geecko and others, all as outlined below. Your unauthorized use of Content may violate copyright, trademark, privacy, publicity, communications, and other laws, and any such use may result in your personal liability, including potential criminal liability.

Additional License Limitations

You agree that you will not under any circumstances:

- 1.1 Exploit the Game or any part thereof for commercial purposes.
- 1.2 Allow any third party (save and except for minor children) to use your account on the Service or in a Game.
- 1.3 Use any unauthorized third-party software that intercepts, searches, or otherwise collects information relative to the Game or the Service, including, without limitation, any and all software that read areas of RAM used by the Game in order to store information relative to any character or environment of a Game; provided, however, that Geecko may, in its sole and absolute discretion, allow for the use of certain third-party interfaces.
- 1.4 Modify, or cause to be modified, any file part of a Game or the Service in any way, except as expressly authorized by Geecko.
- 1.5 Provide, create, or maintain any unauthorized connection to a Game or the Service, including, without limitation, (a) any unauthorized connection to a server that emulates, or attempts to emulate, the Service or a Game; and (b) any connection using third-party programs or tools without the prior approval of Geecko.

The real goals of the game:

(a) Transfer of personal data of users to TON Foundation to process the personal data for the purposes of providing users with employer branding communications from TON Foundation (i.e. Information about job vacancies or recruitment-related events, organized webinars, conferences and other similar publications);

(b) Transfer of personal data of users to TON Foundation to process the personal data for the purposes of potential employment, internship or relocation to TON Foundation entity or its client, as well as to provide recommendations of candidates for work and to award users a bonus for such recommendation, if applicable.

You agree that your personal data will be transferred to TON Foundation.

2. Copyrights

All Content is copyrighted, and it is either owned or used with permission by Geecko. Geecko disclaims any representation or warranty that your unauthorized use of Content will not infringe upon rights of third parties not owned by or affiliated with Geecko.

Except as set forth in this User Agreement or in the text of this Website, you may not reproduce, distribute, publish, transmit, modify, adapt, translate, display, distribute, sell, license, publicly perform, prepare derivative works based upon, or otherwise use or exploit the Content. You may download one copy of portions of the Content in temporary storage on one personal computer for your personal, non-commercial, non-political, non-networked viewing and use only, provided you do not delete or change any copyright, trademark, or other proprietary notices. The foregoing limited right does not give you any ownership of any Content. Except as expressly provided above, nothing contained in this User Agreement may be construed as conferring to you (by implication, estoppel, or otherwise) any license or right to any Content under any copyright or any other intellectual property right.

Geecko respects the intellectual property rights of others. If you believe that your work has been infringed by means of an improper posting or distribution of it via this Website, then please see the paragraph below entitled Procedure for Alleging Copyright Infringement.

3. Trademarks

The trademarks, logos, and service marks displayed on this Website are owned by Geecko and third parties, and this Website's trade dress is owned by Geecko (collectively, the "Trademarks", which also constitute Content). All Trademarks not owned by Geecko are the property of their respective owners, and are used with permission. Nothing contained on this Website may be construed as granting, by implication, estoppel, or otherwise, any right or license to use any Trademark.

4. Your Communications to Geecko; Geecko Rights to Your Submissions

Geecko likes to hear from you. However, in your communications with Geecko, please keep in mind that, unless it specifically requests them, Geecko does not accept or consider any ideas or suggestions relating to products, services, marketing plans, or any other matters. Therefore, please do not send to Geecko any unsolicited materials, such as ideas for games, or other products, or any other suggestions, ideas, notes, drawings, inventions, techniques, models, designs, concepts, or other similar information, materials or user-generated content.

Any such submissions and any questions, comments, answers, suggestions, or the like submitted by you to Geecko via this Website or by fax, mail, or otherwise, or transmitted, posted, or uploaded by you to this Website (collectively, "Your Submissions") will be treated

as non-confidential and nonproprietary, and Geecko will not assume any responsibility, obligation, or liability for them or for Geecko's receipt or non-receipt of them. Geecko's receipt of Your Submissions is not an admission by Geecko of their novelty, priority, or originality, and it does not impair Geecko's right to contest existing or future intellectual property rights relating to Your Submissions.

You grant Geecko a non-exclusive, royalty-free, perpetual, irrevocable, and sublicensable right and license to reproduce, distribute, publish, transmit, modify, adapt, translate, display, distribute, sell, license, publicly perform, prepare derivative works based upon, and otherwise use or exploit Your Submissions throughout the world in any and all media. You represent and warrant that: (a) you have the right and authorization to make the foregoing grant without the consent of any third party, and (b) Your Submissions are accurate and, as permitted to be used by Geecko in this User Agreement, do not and will not infringe any right of any third party.

When you send e-mail to us, you are communicating with us electronically and you consent to receive communications from us electronically. Furthermore, you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

5. Access to the Service

You may create an account only if you are a "natural person" aged 13 or more. Business corporations, limited liability companies, partnerships, and any other corporate body or commercial entity may not create an account. Any individual prohibited by Geecko to use the Service may neither create nor use an account. By accepting the present Agreement, you hereby declare and warrant that you meet the eligibility requirements listed herein. In the event that Geecko becomes aware that you have created an account that does not meet the foregoing provisions, Geecko reserves the right to suspend, terminate, and/or delete the account at any time.

6. Naming Policy

The creation of a character and the selection of a name are important aspects of the Game. In order to avoid any conflict, any and all users must comply with the following rules for the selection of a character name. In the event that a character name is in conflict with these rules, the team reserves the right to modify said name without notifying the user.

Any user that notices a character name that is in conflict with the Naming Policy may advise Geecko at help@geecko.com.

Character names falling into any of the following categories may be modified at any time without notice:

- incitement to racial, religious, or ethnic hatred
- reference or incitement to violence
- reference or incitement to sexual activity
- reference to any player's sexual orientation
- any name referring to a character or actual facts that may offend the community
- reference to drugs or alcohol
- lewd or vulgar remarks
- insults.

Character names falling into any of the following categories will be modified following notification via email. In the event that the user concerned has not addressed such concerns after a period of 24 hours, the character name will be modified by the team:

- reference to the human anatomy and to bodily functions
- reference to religious elements
- advertisement
- use of registered trade names or registered trademarks.

It is recommended to avoid names that:

- use all capital letters
- feature numbers and letters
- refer to actual locations or known individuals
- constitute a partial or complete sentence (ilovefatecraft...).

7. Community Areas: Code of Conduct

Geecko may elect to offer on this Website community features such as email, bulletin boards, forums, and chat rooms. In such cases, Geecko will not be responsible for monitoring, screening, censoring, editing, or regulating the information or content disseminated on your part or by third parties on this Website. However, Geecko reserves the right to do so in its sole discretion. Geecko does not assume any responsibility for the accuracy or reliability of the information or content disseminated by any and all users or third parties.

The following comments may be subject to modification without prior notice and the intervention of a site administrator may lead to the suspension or deletion of the account on the basis of the gravity of the comments reported:

- incitement to racial, religious, or ethnic hatred
- reference or incitement to violence
- reference or incitement to sexual activity, reference to the human anatomy and to bodily functions
- reference to religious elements
- reference to any player's sexual orientation, reference to a character or actual facts that may offend the community
- reference to drugs or alcohol
- lewd or vulgar remarks
- insults
- advertising other than the commercial services offered as part of the Game as well as any other offending content.

As for the information or content that you may download from or upload to this Website, you hereby declare and warrant to Geecko that you are entitled and authorized to do so without the consent of any third party.

You agree that you will not download from or upload to this Website: (a) content that is infringing, defamatory, obscene, pornographic, threatening, abusive, violent, illegal, rude, or of an harassing nature or otherwise inappropriate; (b) viruses or other harmful content; or (c) any content designed for commercial purposes (such as offers for the sale of products or services or attempts to raise funds or place advertising for any product or service).

Geecko reserves the right, in its sole discretion, to set out additional rules for any community area and to reserve access to community features to specific individuals or groups on the basis of such criteria as age, geographic location, or others, to deny or restrict access, at any time, to any individual or group who fail to comply with these criteria or to any individual who fail to meet our criteria or who fail to comply with our rules and to change or modify said criteria or rules as it deems fit. Geecko reserves the right (but will not be liable to it), in its

sole discretion, to delete any element of information displayed on this Website that may contravene the provisions of this User Agreement and to deny access to this Website to any user.

8. Termination of Service

Geecko reserves the right to terminate this Service, without prior notice, for contravening the requirement to comply with the conditions set out under the present Agreement. In the event of minor violations, Geecko will issue a first warning stating the violation prior to terminating the Service. In the event that a behavior is utterly unacceptable, Geecko will not be required to issue said prior notice. A behavior is considered utterly unacceptable in the case of a serious violation of any of the provisions set out under this Agreement.

You may cancel this Service at any time by ceasing all use of the latter. You may at any time terminate any Account created by following the instructions set out on the Website.

9. Use Restrictions

You agree that you will not: (a) use this Website for any commercial or political purpose (including, without limitation, for purposes of advertising, soliciting funds, collecting product prices, or selling products); (b) frame or utilize framing techniques to enclose any Trademark or other proprietary information (including, without limitation, any images, text, or page layout); (c) use any meta tags or any other "hidden text" utilizing any Trademarks; (d) engage in any activities through or in connection with this Website that seek to attempt to harm minors or are unlawful, offensive, obscene, threatening, harassing, or abusive, or that violate any right of any third party; or (e) engage in any activity that interferes with a user's access to this Website or the proper operation of this Website. You also agree that, in using this Website, you will not impersonate any person or entity.

10. Investigations; Cooperation with Law Enforcement; Termination

Geecko reserves the right, without any limitation whatsoever, to: (a) investigate any suspected breaches of its Website security or its information technology or other systems or networks, (b) investigate any suspected breaches of this User Agreement, (c) involve and cooperate with law enforcement authorities in investigating any such matters, (d) prosecute violators of this User Agreement to the full extent of the law, and (e) discontinue this Website or terminate your access to it at any time, without notice, for any reason and without any obligation to you whatsoever.

11. Privacy and Security Measures

Geecko must collect certain information in order to operate this Website and to fulfill your requests or enable participation in certain online activities. But Geecko respects the privacy of its visitors, and is especially mindful of protecting the privacy of young children visiting our sites. Please visit our website <http://ton.plearnyx.com/> to review our Privacy Policy.

We have adopted reasonable security measures to protect against the loss, misuse, and alteration of the personal information under our control.

12. Disclaimers and Limitations of Liability

This Website may include technical inaccuracies or other errors, and your use and browsing of this Website is at your risk. THIS WEBSITE IS PROVIDED TO YOU "AS IS" AND "AS

AVAILABLE", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. Geecko DOES NOT WARRANT THAT THIS WEBSITE WILL MEET YOUR REQUIREMENTS OR ACHIEVE A PARTICULAR RESULT, OR THAT YOUR USE OF THIS WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THIS WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. IF YOUR USE OF THIS WEBSITE OR THE MATERIAL CONTAINED ON THIS WEBSITE RESULTS IN YOUR NEED TO SERVICE OR REPLACE ANY PROPERTY, MATERIAL, EQUIPMENT, DATA, OR OTHER ITEM, THEN Geecko WILL NOT BE LIABLE FOR THOSE COSTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING SENTENCES, Geecko WILL NOT BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES ARISING OUT OF YOUR USE OF THIS WEBSITE. THE DISCLAIMERS AND LIMITATIONS CONTAINED IN THIS PARAGRAPH ARE A MATERIAL PART OF OUR AGREEMENT TO PROVIDE THIS WEBSITE TO YOU. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you.

13. Links by You to this Website

You are granted a limited, non-exclusive, revocable right to create hyperlinks to this Website, so long as: (a) the links and related content on your site do not suggest any affiliation with Geecko or cause confusion among consumers, (b) the links and related content on your site do not portray Geecko or its products or services in a false, misleading, derogatory, or otherwise offensive matter, and (c) the links and related content on your site are not operated for any commercial purposes.

14. Links on this Website to and from Other Sites

This Website may contain links to or from third-party sites ("Linked Sites"), including, without limitation, sites operated by advertisers, licensors, licensees, and promotional and business partners of Geecko. Geecko has no control over the content of Linked Sites, and Geecko does not assume any obligation to review any Linked Sites. Geecko does not endorse, approve, or sponsor any Linked Sites, or any content, advertising, information, materials, products, services, or other items on or available on or from them, and Geecko disclaims all liability in connection therewith. We require service providers and trusted vendors who operate websites on our behalf to safeguard the privacy of any personal information they handle, adhere to industry-accepted best practices to safeguard personal information, respect our intellectual property rights and the rights of third parties, and operate in accordance with all applicable requirements. Any activities you engage in connection with any Linked Site, however, are subject to the privacy policy, conditions of use, and other terms imposed by the operator of the Linked Site and Geecko disclaims all liability in connection therewith.

15. Banners, Advertisements, and Promotions

We reserve the right to post banners, advertisements, promotions, and similar content throughout this Website. Third-party advertisers and firms that serve ads may operate under terms and conditions and privacy policies that differ from Geecko's policies, so please review them carefully. Any interactions, correspondence, and business dealings that you have with any advertisers and other third parties found on or through this Website (including via Linked Sites) are solely between you and the third party (including, without limitation, issues related to the content of third party advertisements, payments, delivery of goods, warranties, privacy and data security and the like). Geecko disclaims all liability in connection with therewith.

16. Procedure for Alleging Copyright Infringement

Geecko will respond appropriately to notices of alleged copyright infringement that comply with the U.S. Digital Millennium Copyright Act ("DMCA"), as set forth below. If you own copyrights in a work and believe that your intellectual property rights in that work have been infringed by an improper posting or distribution of it via this Website, then send us a written notice that includes all of the following:

- (i) a legend or subject line that says: "DMCA Copyright Infringement Notice";
- (ii) a description of the copyrighted work that you claim has been infringed;
- (iii) the URL of the site and a description of where the material that you claim is infringing is located on that site;
- (iv) your address, telephone number, and e-mail address;
- (v) a statement by you that you have a good faith belief that the alleged infringing material is not authorized by the copyright owner, its agent, or the law;
- (vi) a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the copyright owner (or, if you are not the copyright owner, then your statement must indicate that you are authorized to act on the behalf of the owner of an exclusive right that is allegedly infringed); and,
- (vii) your electronic or physical signature.

Geecko will only receive DMCA notices by mail or e-mail at the addresses below:

Geecko, Inc.

By Email: help@geecko.com

Geecko may elect to not respond to DMCA notices that do not comply with all of the foregoing requirements, and Geecko may elect to remove allegedly infringing material that comes to its attention via notices that do not comply with the DMCA.

17. General Provisions

A. Indemnity

You agree to indemnify, defend, and hold harmless Geecko (which includes Geecko's affiliates and subsidiaries) and its officers, employees, agents, business partners, licensors, and licensees from any damages, liabilities, costs, and expenses (including reasonable attorneys' fees) on account of any claim, suit, action, demand, or proceeding made or brought against any such party, or on account of the investigation, defense, or settlement thereof, arising in connection with your use of this Website.

B. Revisions to this Website and this User Agreement

Geecko may, in its sole discretion, make changes to any aspect of this Website, including, without limitation, any Content, any activities available on this Website, and any products or services offered through this Website. Geecko may also, in its sole discretion, revise this User Agreement by updating or revising this document, with the revised terms taking effect

as of the date of its posting. Continued use of this Website following the effective date of any such changes constitutes your acceptance of those changes.

C. Severability

If any provision of this User Agreement is deemed unlawful, void, or unenforceable for any reason, then that provision will be deemed severable from the remainder of this User Agreement and will not affect the validity or enforceability of the remainder of this User Agreement.

BY USING THIS WEBSITE, YOU REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS OF USE, THAT YOU AGREE TO COMPLY WITH OUR GAME POLICIES, AND THAT YOU UNDERSTAND AND ADHERE TO OUR PRIVACY POLICY.