

## TERMS OF USE

Welcome to the website of Tanks! For Playing Pty Ltd ACN 653 113 181 (**we, us or the Company**).

This Website is located on the web via the domain [www.tanksforplaying.io/](http://www.tanksforplaying.io/) and includes all of the files located in that domain (**Website**). We reserve the right to make any parts of this Website accessible only to registered users.

### 1. Acceptance by You

- 1.1 You accept the Terms by using or browsing the Website or by clicking to accept or agree to the Terms where this option is made available to you upon the set-up of your Account.
- 1.2 By accessing the Website:
  - (a) you agree to be bound by these terms of use (**Terms**);
  - (b) you warrant that you have the power to enter into this agreement, you are solvent and able to pay your debts as and when they fall due and these Terms create a binding and legal obligation between you and us and govern your use of the Website and all information provided by you to us is true and correct in all respects;
  - (c) you accept these Terms without amendment and agree to be bound by them;
  - (d) you agree that the Terms apply over any other document or agreement to the extent of any inconsistency;
  - (e) if you are the trustee of a trust, then in addition to that entity, you bind all trusts of which you are a trustee of from time to time; and
  - (f) you represent and warrant to us that you are over the age of 18 years. Should we suffer any damage or other losses as a result of a transaction entered into by a minor, we reserve the right to seek compensation for such losses from your parents or guardians.

### 2. Definitions and Interpretation

#### 2.1 Definitions

The following words, unless the context requires otherwise, have the following definitions:

**Account** means the membership account created by you on the Website, through which you access our Services.

**Member/s** means a person or entity that holds a current and active Subscription Account with us.

**Services** means the provision of the TANKS Token;

**Subscription** means your paid subscription for the use of the Services.

**User Content** has the meaning contains in clause 10.7 of these Terms.

**Website** means the entire computing hardware and software installation that is or supports the Website.

#### 2.2 Interpretation

- (a) a reference to these Terms or another agreement between the parties includes any variation;
- (b) references to parties or clauses are, unless otherwise stated, references to the parties and clauses contained in these Terms;
- (c) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) the singular includes the plural and vice versa;
- (e) headings are for reference purposes only and in no way define, limit or describe the scope or extent of any provision in these Terms;
- (f) the masculine includes the feminine and neuter and vice versa;
- (g) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes, employees, agents and permitted assigns;
- (h) an obligation, agreement, representation or warranty on the part of or in favour of two or more persons binds, and/or is for the benefit of them jointly and severally;
- (i) these Terms may not be construed adversely against the us solely because we prepared them; and
- (j) the meaning of general words is not limited by specific examples introduced by "including", "for example", "in particular" or similar expressions.

### 3. Purpose of Services

- 3.1 You agree that you will only use our Website and the Services in trade or commerce and not for any personal purpose.

### 4. Registration as a Member

- 4.1 In order to use this Website you are required to register for an account (**the Account**).

- 4.2 We reserve the right to accept or reject any application for registration of an Account, in our sole discretion.

4.3 Once you have completed the registration process and your registration has been accepted by us, you will be a registered member of the Website (**Member**). You will be issued with a username and password to access your Account. You are responsible for maintaining the security of your password for this Website. You agree that we will be entitled to assume that any person using the Website with your username and password is you or your authorised representative. You must notify us immediately of any known or suspected unauthorised use of any password or any other breach of security. We will not be liable for any loss or damage arising from or in connection with your failure to comply with this security obligation.

4.4 In order to register an Account with this Website, you must agree to these Terms and provide us with:

- (a) a valid email address;
- (b) accurate contact information (including name, street address, telephone number); and
- (c) any other information that may be required by us during the registration process.

4.5 You represent and warrant to us that all information provided to us by you, including the information provided by you through our account registration process or entered into your account profile is true, accurate, up to date, and complete and not misleading. You acknowledge this information is required in order to provide you with the Services. You must promptly update the information to maintain its accuracy at all times.

4.6 One person may not maintain more than one account with this Website. Accounts registered by "bots" or other automated methods are not permitted.

4.7 You are responsible for all activities that occur under your Account or password.

6.1 We use our best endeavours to ensure that our Services and the Website are available at all times. We will endeavour to provide you with prior notice when we are aware that our Services and the Website will be unavailable. Interruption to the Services for reasonable periods for maintenance or causes beyond our control is not a ground for reimbursement of your Subscription or other fee paid to us. We are not liable for any loss or inconvenience caused by any unavailability of our Services or the Website.

## 5. The Services

5.1 If you wish to activate your Subscription in order to use the Services, you must enter into our Services Agreement for the provision of the Services.

## 6. Your obligations as a Member

6.1 As a Member, you agree to comply with the following:

- (a) you will not share, post or publish any of the data from the Website in any way whatsoever or allow others to use our Services through your Account;
- (b) you will use the Services only for purposes that are permitted by these Terms or any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions and subject to clause 5.2.
- (c) you have sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Services;
- (d) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify us of any unauthorised use of your password or email address or any breach of security of which you have become aware;
- (e) you must not expressly or impliedly impersonate another Member or use the profile or password of another Member at any time;
- (f) any User Content that you broadcast, publish, upload, transmit, post or distribute on the Website will always be accurate, correct and up to date and you will maintain reasonable records;
- (g) you agree not to harass, impersonate, stalk, threaten another Member of the Website (where interaction with other Members is made available to you);
- (h) access and use of the Website is limited, non-transferable and allows for the sole use of the Website by you for the purposes of providing the Services;
- (i) you will not use the Services or Website for any illegal and/or unauthorised use; and

6.2 You agree to not engage in the following conduct in the use of the Website or the Services:

- (a) use any device, routine or software that interferes, or attempt to interfere, with the proper working of this Website;
- (b) engage in any action that requires, or may require, an unreasonable or excessively large load on our infrastructure;
- (c) use this Website to decipher passwords or security encryption codes, transmit any worms, viruses or Trojan horses, transfer or store illegal, threatening or obscene material or otherwise violate the security of any computer network;
- (d) use this Website to violate any applicable local, state, national or international law, to engage in any misleading or deceptive online marketing practices or for any fraudulent or malicious purposes;
- (e) use any spider, robot or search/retrieval application or any screen scraping, data mining or similar data gathering device, process, program or means to access, retrieve or index any portion of this Website;
- (f) use this Website by any automated means;

- (g) use this Website to transmit junk mail, spam or chain letters or pyramid schemes or engage in other flooding techniques or mass distribution of unsolicited email;
- (h) access, retrieve or index any portion of this Website for use in constructing or populating any database that is searchable online or for the purpose of soliciting or sharing reviews;
- (i) interfere with the display of any advertisements appearing on or in connection with this Website;
- (j) reverse engineer, decompile, disassemble, adapt, modify, translate, frame or reformat any of the material contained on this Website;
- (k) reproduce, duplicate, copy or store any of the material appearing on this Website other than for your own personal and non-commercial use;
- (l) falsely imply that any other Website is associated with this Website;
- (m) do anything that leads, or may lead, to a decrease in the value of our intellectual property rights in this Website;
- (n) use or exploit any of the material appearing on this Website for, or in connection with, any business or enterprise (whether for profit or otherwise), including any business or enterprise that is in competition with this Website;
- (o) release to the public any news release, advertising material, promotional material or any other form of publicity or information relating to us without our prior written consent; or
- (p) use this Website to transmit any information or material that is, or may reasonably be considered to be:
  - (i) abusive, threatening, harassing, harmful, obscene, indecent, lewd, inflammatory, violent, vulgar, profane, racially, ethnically or otherwise objectionable or offensive in any way;
  - (ii) libellous, defamatory, unlawful or plagiarised;
  - (iii) infringing upon or violating any copyright, trademark, patent or other intellectual property or proprietary right;
  - (iv) in breach of any duty of confidentiality by which you are bound, whether by way of a fiduciary or contractual relationship;
  - (v) in breach of any person's privacy or publicity rights;
  - (vi) a misrepresentation of facts, including the impersonation of any person or entity or a misrepresentation of an affiliation with any person or entity (including any sponsorship or endorsement);
  - (vii) in violation of any applicable law, statute, ordinance or regulation, or encouraging of others to do so;
  - (viii) containing any political campaigning material, advertisements or solicitations; or
  - (ix) likely to bring us or any of its staff into disrepute.

6.3 Without limiting any other remedies available to the us at law or in equity, we reserve the right to, without notice:

- (a) temporarily or indefinitely suspend, or terminate, your access to this Website or refuse to provide products or services to you if:
  - (i) you breach any provision of these Terms;
  - (ii) we are unable to verify or authenticate any information that you provide to us; or
    - (iii) we believe that your actions may cause damage and/or legal liability to us, any of our customers or suppliers or any other person including but not limited to the act of spamming; or
    - (iv) remove or block access to any information and/or materials (in whole or in part) that we, in our sole and absolute discretion, regards in any way to be objectionable or in violation of any applicable law, any person's intellectual property rights or these Terms.

## 7. Privacy Policy

7.1 As part of these Terms, your use of this Website is also subject to our Privacy Policy (located at [www.tanksforplaying.io/privacypolicy](http://www.tanksforplaying.io/privacypolicy)), which are incorporated by reference into these Terms.

## 8. Intellectual Property

8.1 In these Terms, the term "**Proprietary Content**" means:

- (a) this Website;
- (b) all of its content (including all of the text, graphics, logos, button icons, video images, audio clips, Application, code, scripts, design elements, data, and interactive features and other information contained in this Website, and the selection and arrangement thereof); and
- (c) all software, systems and other information owned or used by us in connection with the products and services offered through this Website (whether hosted on the same server as this Website or otherwise).

8.2 All Proprietary Content is the property of the Company or its licensors (as applicable) and is protected by Australian and international copyright laws. You must not reproduce, transmit, republish or prepare derivative works from any of the Proprietary Content, or create any other material using material on the Website, including but not limited to text, graphics, logos, images, and other data except as expressly authorised by these Terms or with our prior written consent or other copyright owner (as applicable).

8.3 The look and feel of this Website (including all button icons, scripts, custom graphics and headers) are the trademarks, service marks and/or trade dress of us. These trademarks may not be used, copied or imitated, in whole or in part, without our prior written consent. All trademarks, service marks and trade names are owned, registered and/or licensed by us, who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a Member to use the Website pursuant to these Terms, copy and store the Website and the material contained in the Website in your device's cache memory and print pages from the Application for your own personal use.

8.4 You may only use our business name and logo and any other marketing information on your invoices and stationery while you are a Member. If you cancel your Subscription, or your Subscription is terminated by us, you are required to remove our business name and logo and any other marketing information from your invoices and stationery immediately.

8.5 We do not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by us. We retain all rights, title and interest in and to the Website and all related Services. Nothing you do on or in relation to the Website will transfer any: business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process), to you.

8.6 You may not, without our prior written consent broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third party Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Website, which are freely available for re-use or are in the public domain.

8.7 In these Terms, the term "**User Content**" means any and all content that is submitted, posted or otherwise added to this Website by any user, such as comments, forum posts, chat room messages, reviews, ratings and feedback. This Website contains some features that enable you and other users to upload User Content. We reserve the right to display, refuse to display, remove and/or amend all or any part of any User Content at its absolute discretion. In respect of any User Content that you upload, you:

(a) represent and warranty to us that your sharing of that User Content does not infringe any copyright or other legal right of any other person and the contents of any such User Content is are confidential to our Members. You must not republish or disseminate the contents of any User Content on the Website in any form;

(b) grant to us a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, sub-licensable and transferable license to use, reproduce, distribute, modify, adapt, prepare derivative works of, publicly display, publicly perform and otherwise exploit all or any part of that User Content in any way in our absolute discretion.

8.8 If you believe that the Website contains any material that infringes upon any copyright that you hold or control, or that users are directed through a link on this Website to a third party Website that you believe is infringing upon any copyright that you hold or control, you may send a notification of such alleged infringement to us in writing. Such notification should identify the works that are allegedly being infringed upon and the allegedly infringing material and give particulars of the alleged infringement. In response to such a notification, we will give a written notice of a claim of copyright infringement to the provider of the allegedly infringing material. If the provider of that material does not respond to us in writing denying the alleged infringement within 14 days after receipt of that notice, we will remove or block the allegedly infringing material as soon as is reasonably practicable. If the provider of that material responds to us in writing denying the alleged infringement, we will, as soon as is reasonably practicable, send a copy of that response to the original notifying party. If the original notifying party does not, within a further 14 days, file an action seeking a court order against the provider of the allegedly infringing material, we may restore any removed or blocked material at our discretion. If the original notifying party files such a legal action, we will remove or block the allegedly infringing material pending resolution of that legal action.

## **9. Warranties**

9.1 Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.

9.2 To the maximum extent permitted by law, we and our officers, employees, agents, consultants, licensors, partners and affiliates expressly disclaim all conditions, representations and warranties (whether express or implied, statutory or otherwise) in relation to this Website and the Services provided by us through this Website, including any warranty or condition as to merchantability or fitness of the Services.

9.3 We will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise

9.4 This Website is provided strictly on an "as is" basis. To the maximum extent permitted by law, we and its officers, employees, agents, consultants, licensors, partners and affiliates make no representation, warranty or guarantee as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of this Website or any of its content, and in particular do not represent, warrant or guarantee that (whether express, implied, statutory or otherwise):

- (a) the use of this Website will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data;
- (b) this Website will meet your requirements or expectations or the adequacy or appropriateness of the Services for your purposes;
- (c) anything on this Website, or on any third-party Website referred or linked to in this Website, is reliable, accurate, complete or up-to-date;
- (d) costs incurred as a result of you using the Website or the Services;
- (e) errors or defects will be corrected; and/ or
- (f) this Website or the servers that make it available are free of viruses or other harmful components.

## **10. The Website and Third Parties**

10.1 We may make improvements or changes to the Website, the content, or to any of the Services, at any time and without advance notice.

10.2 From time to time the Website content may include technical inaccuracies or typographical errors. We endeavour to minimise these occurrences and make necessary corrections quickly. Please notify us of any corrections that you identify.

10.3 The Website may contain links to other websites of third parties outside our power and control. Those links are provided for convenience only and may not remain current or be maintained. We do not recommend or endorse any third-party goods or services that are listed, advertised or referred to in this Website or the content of any third party Websites. We are not responsible for the content of linked third party Websites, Websites framed within this Website or third-party advertisements and we do not make any representations, or provide any guarantees or warranties, regarding their content or accuracy. Your use of any third party Websites is at your own risk and subject to their respective terms and conditions of use. We are not responsible for the content or privacy practices associated with linked websites, nor for any loss or damage arising from your use of any such website.

10.4 While we take all reasonable steps to ensure the accuracy of the content that we publish on the Website, we are not responsible or liable for:

- (a) the accuracy of any content on the Website not authored by us; or
- (b) any loss that you may suffer as a result of your reliance upon any such content.

## **11. Limitation of Liability**

11.1 To the maximum extent permitted by law, we and our officers, employees, agents, consultants, licensors, partners and affiliates exclude all liability to you or any other person for any loss, cost, expense, claim or damage (whether arising in contract, negligence, tort, equity, statute or otherwise, and for any loss, whether it be consequential, indirect, incidental, special, punitive, exemplary or otherwise, including any loss of profits, loss or corruption of data or loss of goodwill) arising directly or indirectly out of, or in connection with, these Terms or the use of this Website or Services by you or any other person and you agree to this limitation of liability and agree to limit any claim accordingly.

11.2 You acknowledge and agree that we hold no liability for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you as a result of providing the User Content to the Website.

11.3 To the maximum extent permitted by law, we and our officers, employees, agents, consultants, licensors, partners and affiliates expressly limit their liability for breach of any non-excludable condition or warranty/guarantee implied by virtue of any legislation to the following remedies (in our sole and absolute discretion) to the resupply of the Services to you.

## **12. Release**

You agree that your use of this Website and the Services provided by us is at your own discretion and risk. You agree to release us and our officers, employees, agents, consultants, licensors, partners and affiliates from any claim, demand or cause of action that you may have against any of them arising from these Terms or the use of this Website by you or any other person. We may plead this release as a bar and complete defence to any claims or proceedings.

## **13. Indemnity**

13.1 You agree to indemnify and hold harmless the Company and its officers, employees, agents, consultants, licensors, partners and affiliates from and against any losses, liabilities, costs, expenses or damages (including actual, special, indirect and consequential losses or damages of every kind and nature, including all

legal fees on an indemnity basis) suffered or incurred by any of them due to, arising out of, or in any way related to (directly or indirectly):

- (a) User Content which you submit, post, transmit or otherwise make available through this Website (correct or otherwise);
- (b) any direct or indirect consequences of you accessing, using the Website or attempts to do so;
- (c) your negligence or misconduct, breach of these Terms or violation of any intellectual property, law or the rights of any person; and/or
- (d) for any other reason whatsoever.

#### **14. General**

**14.1 Restructure.** You will provide us written notice of any change to your structure or a change to your details (including changes to its name or address). If you fail to comply then you agree to indemnify us from any resulting loss.

**14.2 Independent Legal Advice.** Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power.

**14.3 Force majeure.** To the maximum extent permitted by law, and without limiting any other provision of these Terms, we exclude liability for any delay in performing any of its obligations under these Terms where such delay is caused by circumstances beyond our reasonable control, and we shall be entitled to a reasonable extension of time for the performance of such obligations.

**14.4 Notices.** A notice, demand, waiver, approval or other document given pursuant to these Terms must be in writing and may be given to the recipient by way of personal service, prepaid post, facsimile transmission or email transmission or by notification to your Account.

**14.5 Costs.** Each party must bear its own legal, accounting and other costs associated with these Terms.

**14.6 Assignment.** You may not assign, transfer or sub-contract any of your rights or obligations under these Terms without our prior written consent. Your registration with this Website is personal to you and may not be sold or otherwise transferred to any other person. We may assign, transfer or sub-contract any of its rights or obligations under these Terms at any time without notice to you.

**14.7 Waiver.** No rights under these Terms will be waived unless agreed in writing and signed by us. We do not waive a right if an extension or other forbearance is given to you. No waiver of a provision of these Terms shall be construed as a continuing waiver of the provision. A waiver by us of any matter does not prejudice its rights in respect of any matter. Any non-exercise or partial exercise of or any delay in exercising any right or remedy does not constitute a waiver of that right or remedy.

**14.8 Severability.** The provisions of these Terms are severable and, if any provision of these Terms is held to be illegal, invalid or unenforceable under present or future law, such provision may be removed and the remaining provisions shall be enforced.

**14.9 Variation.** We reserve the right to amend these Terms and any other policy on this Website at any time in its sole discretion and any such changes will, unless otherwise noted, be effective immediately. Your continued usage of this Website means that you agree to the current terms published on this Website from time to time. We reserve the right, without notice and at our sole discretion, to change, suspend, discontinue or impose limits on any aspect or content of this Website or the products/services offered through this Website. You may only vary or amend these Terms by written agreement with us.

**14.10 Jurisdiction.** These Terms will be governed in all respects by the laws of Western Australia. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of Western Australia, Australia and the courts of appeal from them.

**14.11 Entire Agreement.** These Terms supersede all previous agreements, discussions and representations between us and you and constitute the entire agreement in relation to the agreement for the use of this Website and our Services. All prior correspondence, negotiations or representations do not bind either party and neither party may rely upon them.