

TERMS OF USE
LAST REVISED ON AUGUST 08, 2025

The website located at <https://www.farworld.gg/> or <https://farcade.ai> or <https://remix.gg> or any website of ours that links to this Terms of Use note (the "Site"), and Remix, Farworld, or Farcade mobile applications (the "App") are copyrighted works belonging to Farworld Labs, Inc. ("Company", "us", "our", and "we"). Certain features of the Site and App may be subject to additional guidelines, terms, or rules, which will be posted on the Site and App in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms. By accessing the Site or App, and/or by making use of the Services (defined below), you hereby consent and agree to these Terms.

THESE TERMS OF USE (THESE "TERMS") SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE SITE OR APP. BY ACCESSING OR USING THE SITE OR APP, YOU ARE ACCEPTING THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT), AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT). YOU MAY NOT ACCESS OR USE THE SITE AND APP OR ACCEPT THE TERMS IF YOU ARE NOT AT LEAST 13 YEARS OLD (OR IF YOU ARE UNDER 18 YEARS OLD, WITHOUT THE APPROVAL AND OVERSIGHT OF YOUR PARENT OR LEGAL GUARDIAN). IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS AND/OR USE THE SITE OR APP.

PLEASE BE AWARE THAT SECTION 8.2 CONTAINS PROVISIONS GOVERNING HOW TO RESOLVE DISPUTES BETWEEN YOU AND COMPANY. AMONG OTHER THINGS, SECTION 8 INCLUDES AN AGREEMENT TO ARBITRATE WHICH REQUIRES, WITH LIMITED EXCEPTIONS, THAT ALL DISPUTES BETWEEN YOU AND US SHALL BE RESOLVED BY BINDING AND FINAL ARBITRATION. SECTION 8 ALSO CONTAINS A CLASS ACTION AND JURY TRIAL WAIVER. PLEASE READ SECTION 8 CAREFULLY.

UNLESS YOU OPT OUT OF THE AGREEMENT TO ARBITRATE WITHIN 30 DAYS: (1) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION; AND (2) YOU ARE WAIVING YOUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.

1. SERVICES

1.1. **Account Services.** Holders of Accounts ("Users") may be able to make use of certain services provided by the Site and App (the "Services"). The Services include the ability to create, view, download, and play blockchain-based games provided by game developers ("Developer Users") using our AI game maker, as well as the ability to display, distribute, and share blockchain-based games to player Users ("Player Users") across mini apps and websites. The platform primarily consists of user-generated content ("UGC"). The Services also include chat messaging features and in-app purchases available through the App on iOS and Android devices.

1.2. **Disclaimers with Respect to the Services.** Any information provided by or on behalf of the Company on any platform or through the Services is for informational and entertainment purposes only and should not be construed as, nor is it intended as, an offer to sell, or the

solicitation of an offer to buy, any interest in any security, entity, investment vehicle, or contract, including, but not limited to, with respect to digital assets.

2. ACCESS TO THE SERVICES

2.1. ELIGIBILITY. You must be at least 13 years of age to use the Services. The Services are not directed to children under the age of 13, and we do not knowingly collect personal information from children under 13. If you are under 13 years of age, you are not permitted to use the Services. If you are under 18 but at least 13 years old, you may only use the Services through a parent or guardian's Account and with their approval and oversight. By agreeing to these Terms, you represent and warrant to us that: (i) you are at least 13 years old (or if under 18, you have obtained the consent of your parent or legal guardian); (ii) you have not previously been suspended or removed from the Services; (iii) your registration and your use of the Services is in compliance with any and all applicable laws and regulations, including the Children's Online Privacy Protection Act (COPPA); and (iv) if you are the parent or guardian of a user under the age of 18 (a "**Minor**"), that you are accepting these Terms on behalf of such Minor, authorizing such Minor to use the Services pursuant to the Account you've established on the Services, and remain liable for all activities of the Minor arising out of the Minor's use of the Services. If we become aware that a child under 13 has provided us with personal information, we will take steps to delete such information and terminate the child's Account. If you are an entity, organization, or company, the individual accepting these Terms on your behalf represents and warrants that they have authority to bind you to these Terms and you agree to be bound by these Terms.

2.2. Account Creation. In order to use certain features of the Services, you must register for an account ("**Account**") and provide certain information about yourself as prompted by the account registration form. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information. You may delete your Account at any time, for any reason, by following the instructions on the Site or App. Company may suspend or terminate your Account in accordance with Section 7.

2.3. Account Responsibilities. You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify Company of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. Company cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

2.4. License. Subject to these Terms, Company grants you a non-transferable, non-exclusive, revocable, limited license to use and access the Services solely for your own personal, noncommercial use.

2.5. Certain Restrictions. The rights granted to you in these Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Services, whether in whole or in part, or any content displayed on the Services; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Services; (c) you shall not access the Services

in order to build a similar or competitive website, product, or service; and (d) 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. Unless otherwise indicated, any future release, update, or other addition to functionality of the Services shall be subject to these Terms. All copyright and other proprietary notices on the Services (or on any content displayed on the Services) must be retained on all copies thereof.

2.6. Modification. Company reserves the right, at any time, to modify, suspend, or discontinue the Services (in whole or in part) with or without notice to you. You agree that 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.

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

2.8. Ownership. Excluding any User Content that you may provide (defined below), you acknowledge that all the intellectual property rights, including copyrights, patents, trade marks, and trade secrets, in the Services and its content are owned by Company or Company's suppliers. Neither these Terms (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 Section 2.4. Company and its suppliers reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms.

2.9. Feedback. If you provide Company with any feedback or suggestions regarding the Services ("Feedback"), you hereby assign to Company all rights in such Feedback and agree that Company shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. Company will treat any Feedback you provide to Company as non-confidential and non-proprietary. You agree that you will not submit to Company any information or ideas that you consider to be confidential or proprietary.

3. IN-APP PURCHASES AND PAYMENTS

3.1. GENERAL. The App may offer in-app purchases ("In-App Purchases") for virtual items, features, or other content related to the Services, such as game enhancements or customizations. All In-App Purchases are processed through the applicable app store (Apple App Store for iOS or Google Play Store for Android) and are subject to their respective terms and conditions, including payment processing, billing, and refund policies. By making an In-App Purchase, you acknowledge that you are entering into a transaction with the app store provider, not directly with Company, and that Company is not responsible for any aspect of the transaction except as specified in these Terms.

3.2. PRICING AND AVAILABILITY. Prices for In-App Purchases are displayed in the App and may vary by region. Company reserves the right to change prices or availability at any time without notice, but changes will not affect purchases already completed. All payments are non-refundable except as required by law or the policies of the applicable app store.

3.3. BILLING AND AUTHORIZATION. You must provide accurate billing information and authorize the app store to charge your payment method for the total amount of the purchase, including

any applicable taxes. If you are under 18, you represent that you have obtained permission from your parent or guardian to make such purchases.

3.4. No Refunds. All In-App Purchases are final and non-refundable, except in cases where the app store provider offers refunds under their policies. Company does not provide refunds for any reason, including dissatisfaction with the purchased content.

3.5. Compliance. In-App Purchases comply with the guidelines of the Apple App Store and Google Play Store, including disclosures and consent requirements. For iOS users, In-App Purchases are subject to Apple's In-App Purchase API. For Android users, they are subject to Google Play Billing. Your use of the App is also subject to the terms of the app stores, including their guidelines on in-app purchases and age ratings. If there is a conflict between these Terms and the app store terms, the app store terms will control with respect to their specific provisions.

4. USER-GENERATED CONTENT

4.1. Definition. “User-Generated Content” or “UGC” means any content, including but not limited to text, images, videos, games, chat messages, and other materials, that you or other Users create, upload, post, share, or otherwise make available through the Services, including via chat features.

4.2. License Grant. By submitting UGC to the Services, you grant Company a non-exclusive, worldwide, royalty-free, sublicensable, transferable license to use, reproduce, distribute, modify, display, and perform the UGC in connection with operating and improving the Services, including for moderation, promotion, and compliance purposes. You represent and warrant that you have all necessary rights to grant this license and that your UGC does not infringe any third-party rights.

4.3. Acceptable Use Policy. Rules for UGC and Chat. You agree not to post UGC or chat messages that:

- (a) are unlawful, harmful, threatening, abusive, harassing, defamatory, obscene, hateful, or racially/ethnically objectionable;
- (b) promote violence, discrimination, or illegal activities;
- (c) infringe intellectual property rights;
- (d) contain spam, viruses, or malicious code; or
- (e) violate these Terms or applicable laws. Chat features are intended for positive interactions related to the Services and must comply with these rules. Company does not pre-screen UGC but reserves the right to monitor, moderate, remove, or block any UGC at its discretion.

4.4. Reporting and Moderation. Users can report inappropriate UGC or chat messages through in-App reporting tools. Company will review reports and take appropriate action, which may include removing content, suspending Accounts, or terminating access in accordance with

Section 7. We use a combination of automated tools and human moderation to ensure compliance with app store guidelines on UGC.

4.5. Digital Millennium Copyright Act (DMCA) Policy. We respect the intellectual property rights of others and expect our users to do the same. In accordance with the Digital Millennium Copyright Act of 1998, the text of which may be found on the U.S. Copyright Office website at <http://www.copyright.gov/legislation/dmca.pdf>, we will respond expeditiously to claims of copyright infringement committed using the Services that are reported to us via email at dmca@farworld.gg.

If you are a copyright owner, or are authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through the Services by completing the following DMCA Notice of Alleged Infringement and delivering it to us via email at dmca@farworld.gg. Upon receipt of the Notice as described below, we will take whatever action, in our sole discretion, we deem appropriate, including removal of the challenged material from the Services.

DMCA Notice of Alleged Infringement ("Notice")

I. Identify the copyrighted work that you claim has been infringed, or—if multiple copyrighted works are covered by this Notice—you may provide a representative list of the copyrighted works that you claim have been infringed.

II. Identify the material that you claim is infringing (or to be the subject of infringing activity) and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material, including at a minimum, if applicable, the URL of the link shown on the Services where such material may be found.

III. Provide your mailing address, telephone number, and, if available, email address.

IV. Include both of the following statements in the body of the Notice:

- "I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)."

- "I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."

V. Provide your full legal name and your electronic or physical signature.

Deliver this Notice, with all items completed, to dmca@farworld.gg. Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material fact in a written notification automatically subjects the complaining party to liability for any damages, costs, and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement.

5. INTELLECTUAL PROPERTY.

Excluding any User Content, you acknowledge that all intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Services and its content are owned by

Company or Company's suppliers. Neither these Terms nor your access to the Services transfers to you or any third party any rights, title, or interest in such intellectual property rights, except for the limited access rights set forth in Section 2.4. Company and its suppliers reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms. Copyright © 2025 Farworld Labs, Inc. All rights reserved. All trademarks, logos, and service marks ("Marks") displayed on the Site or App 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.

6. INDEMNIFICATION.

You agree to indemnify and hold Company (and its officers, employees, and agents) harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Services, (b) your violation of these Terms, (c) your violation of applicable laws or regulations, or (d) your User Content. 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 Company. Company will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

7. TERM AND TERMINATION.

Subject to this Section, these Terms 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) at any time for any reason at our sole discretion, including for any use of the Services in violation of these Terms. Upon termination, your Account and right to access and use the Services will terminate immediately, and we may delete your User Content from our live databases. Company will not have any liability to you for termination of your rights under these Terms, including for Account termination or deletion of your User Content. Even after termination, the following provisions will remain in effect: Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15.

8. DISPUTE RESOLUTION.

Please read this Section carefully. It requires arbitration of disputes and limits how you can seek relief from Farworld Labs, Inc., its affiliates, and their respective officers, directors, employees, and agents (collectively, "Company Parties").

8.1. Arbitration Agreement. Any dispute relating to the Site, App, Services, or these Terms will be resolved by binding arbitration, not in court, except for small claims court claims that qualify or court actions for intellectual property misuse. Arbitration will be conducted by JAMS under its Streamlined Arbitration Rules for claims under \$250,000 (<http://www.jamsadr.com/rules-streamlined-arbitration/>) or Comprehensive Arbitration Rules for others (<http://www.jamsadr.com/rules-comprehensive-arbitration/>). The Federal Arbitration Act governs this agreement. Arbitration will occur in your county of residence unless otherwise agreed. The arbitrator can award individual damages or relief as a court would, following these Terms. The arbitrator's award is final and binding, with limited court review.

8.2. Informal Resolution. Before arbitration, you and we agree to attempt informal resolution via a telephonic or video conference within 45 days of written notice to support@farworld.gg, including your name, contact details, and dispute description. This step is required before arbitration. The statute of limitations is tolled during this process.

8.3. Class Action Waiver. You and we agree to resolve disputes only on an individual basis, not as part of a class, collective, or representative action. Disputes from multiple users cannot be consolidated unless agreed in writing. If this waiver is deemed unenforceable for a specific claim (e.g., public injunctive relief), that claim may be litigated in Delaware courts, while others remain arbitrated.

8.4. Opt-Out. You may opt out of this arbitration agreement within 30 days of first accepting these Terms by emailing support@farworld.gg with your name, address, and a clear statement of intent to opt out. Opting out does not affect other Terms.

8.5. Confidentiality. Arbitration materials and documents are confidential and may only be shared with parties' attorneys, accountants, or advisors, who must agree to confidentiality.

8.6. Survival. This Section survives termination of these Terms and applies to disputes arising before or after your acceptance of these Terms.

9. DISCLAIMERS AND LIMITATION OF LIABILITY.

9.1. Disclaimers. The Services are provided on an "as-is" and "as available" basis, and Company (and our suppliers) 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 suppliers) 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 accurate, reliable, free of viruses or other harmful code, complete, legal, or safe. If applicable law requires any warranties with respect to the Services, all such warranties are limited in duration to 90 days from the date of first use. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

9.2. Limitation of Liability. To the maximum extent permitted by law, in no event shall Company (or our suppliers) 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 these Terms or your use of, or inability to use, the Services, even if 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. Our liability to you for any damages arising from or related to these Terms (for any cause whatsoever and regardless of the form of the action) will at all times be limited to the greater of (a) the total amount paid to the Company by you in the transaction or incident that is the subject of the claim or (b) one hundred US dollars (US \$100.00). The existence of more than one claim will not enlarge this limit. The foregoing limitation of liability shall not apply to liability for (i) death or personal injury caused by our negligence; or (ii) any injury caused by our fraud or fraudulent misrepresentation. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation may not apply to you.

10. ASSUMPTION OF RISK.

The Services rely on emerging technologies, including blockchain for certain game features. By using the Services, you acknowledge and accept the following risks: (a) blockchain transactions, including those for in-game assets, may incur network fees (e.g., gas fees) that vary and are your responsibility; (b) digital assets may be volatile and subject to technical risks, such as metadata decay or smart contract vulnerabilities; (c) you are responsible for securing your cryptocurrency wallet and protecting against unauthorized access; (d) network delays or failures may impact transaction availability; and (e) regulatory changes may affect the functionality or value of digital assets. Company is not responsible for losses due to blockchain-related issues, third-party actions, or user errors.

11. THIRD-PARTY LINKS & ADS; OTHER USERS.

The Services may contain links to third-party websites and services, and/or display advertisements for third parties (collectively, "Third-Party Links & Ads"). Such Third-Party Links & Ads are not under the control of Company, and Company is not responsible for any Third-Party Links & Ads. Company provides access to these Third-Party Links & Ads only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links & Ads. You use all Third-Party Links & Ads at your own risk, and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links & Ads, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links & Ads.

11.1. Other Users. Each user is solely responsible for any and all of its own User Content. Since we do not control User Content, 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, appropriateness, or quality of any User Content. Your interactions with other Services users are solely between you and such users. You agree that Company will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Services user, we are under no obligation to become involved.

11.2. Release. You hereby release and forever discharge Company (and our officers, employees, agents, successors, and assigns) 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 (including any interactions with, or act or omission of, other Services users or any Third-Party Links & Ads). IF YOU ARE A CALIFORNIA RESIDENT, 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 OR RELEASING PARTY 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 OR RELEASED PARTY."

12. SKILLS-BASED WAGERING.

12.1. Skills-Based Contests. The Services may include skills-based wagering contests where Users can participate in competitive games for monetary prizes ("Contests"). These Contests are intended to be games of skill, where outcomes are determined by the skill of the participants and not by chance. By participating in Contests, you represent and warrant that such participation is legal in your jurisdiction and that you comply with all applicable local, state, federal, and international laws, rules, and regulations governing skills-based wagering.

12.2. Eligibility and Representations. You must be at least 21 years of age to participate in Contests and must reside in a jurisdiction where such Contests are legal. Access to Contests is gated behind age and location verification to ensure compliance. You represent and warrant that (a) you meet these eligibility requirements; (b) your participation does not violate any applicable laws or regulations; and (c) you will provide accurate information as may be required for verification purposes. We may, at our discretion, require verification of your age, identity, or location before allowing participation in Contests.

12.3. Escrow and Payouts. All funds wagered in Contests are held in escrow within a smart contract on the blockchain. Company submits game results to the smart contract, which automatically distributes payouts to winners based on the predetermined rules of the Contest. Company does not act as a custodian of funds; the smart contract governs the escrow and distribution process. You acknowledge and agree that all transactions involving the smart contract are final and irreversible. Company is not responsible for any errors, failures, or losses resulting from blockchain transactions, smart contract malfunctions, or third-party actions affecting the escrow or payout process.

12.4. Risks. Participation in Contests involves financial risks, including the potential loss of wagered funds. You acknowledge that outcomes depend on your skill and performance, and there is no guarantee of winning. You are responsible for understanding the rules, terms, and risks of each Contest before participating. Company is not liable for any financial losses or other damages arising from your participation in Contests.

12.5. Fair Play. You agree to participate in Contests fairly and in good faith, without using any cheating, collusion, automated tools, or other prohibited methods to gain an unfair advantage. Company reserves the right to investigate suspected violations and may disqualify participants, withhold payouts, or terminate Accounts in accordance with Section 7 if it determines, in its sole discretion, that a User has violated this Section or any other provision of these Terms.

13. CHILDREN'S PRIVACY.

In addition to Section 2.1, we are committed to protecting children's privacy. The Services are not intended for children under 13, and we comply with COPPA by not knowingly collecting personal information from such children. If we learn that we have collected personal information from a child under 13 without verifiable parental consent, we will delete that information as quickly as possible. Parents or guardians may contact us at support@farworld.gg for inquiries related to children's data. For users aged 13-17, we encourage parental involvement, and features like chat and UGC are designed with safety in mind, including moderation and reporting tools to comply with app store requirements for mixed-audience apps.

14. GENERAL

14.1. Changes. These Terms are subject to occasional 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 our Site and/or App. You are responsible for providing us with 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. Continued use of our Site or App 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.

14.2. Export. The Site and App 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 Company, or any products utilizing such data, in violation of the United States export laws or regulations.

14.3. Disclosures. If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Product of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

14.4. Electronic Communications. The communications between you and Company use electronic means, whether you use the Site or App or send us emails, or whether Company posts notices on the Site or App or communicates with you via email. For contractual purposes, you (a) consent to receive communications from Company in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect your non-waivable rights.

14.5. Entire Terms. These Terms constitute the entire agreement between you and us regarding the use of the Site or App. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word “including” means “including without limitation”. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms 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. Your relationship to Company is that of an independent contractor, and neither party is an agent or partner of the other. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Company’s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Company may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

14.6. Privacy Policy. Your use of the Site, App, and Services is also governed by our Privacy Policy, which is available at <https://play.remix.gg/legal/privacy-policy.pdf>. The Privacy Policy is

incorporated by reference into these Terms. By using the Services, you acknowledge that you have read and agree to the Privacy Policy.

14.7. Contact Information:

Farworld Labs Inc.
131 CONTINENTAL DRIVE
SUITE 305
NEWARK DE 19713
Email: support@farworld.gg

15. APP STORE COMPLIANCE.

The App is made available through the Apple App Store and Google Play Store. Your use of the App is subject to these Terms as well as the terms and policies of the applicable app store, including but not limited to the Apple Media Services Terms and Conditions, Google Play Terms of Service, and their respective developer guidelines on in-app purchases, user-generated content (UGC), chat features, age ratings, and privacy. In the event of any conflict between these Terms and the app store terms, the app store terms will prevail with respect to the conflicting provisions.

15.1. In-App Purchases. All in-app purchases are processed through the Apple App Store or Google Play Store and are subject to their billing, payment, and refund policies. You acknowledge that the Company does not directly handle payments, and any billing disputes or refund requests must be directed to the applicable app store provider. Refunds are provided at the discretion of the app store and in accordance with their policies; the Company does not offer refunds except as required by law. For subscriptions or randomized items (e.g., loot boxes), we will clearly disclose the terms, duration, pricing, and odds of receiving items prior to purchase.

15.2. User-Generated Content and Chat Features. Before creating, uploading, or sharing UGC or using chat features, you must accept these Terms, including our Acceptable Use Policy (Section 4.3). We provide tools to filter objectionable material, report inappropriate content, block abusive users, and moderate submissions using automated and human review. If you encounter harmful content, use the in-App reporting tools, and we will respond promptly. You acknowledge that we may remove UGC or suspend access at our discretion to maintain a safe environment.

15.3. Age Ratings and Child Safety. The App is rated 13+ and is not intended for children under 13. We comply with the Children's Online Privacy Protection Act (COPPA) by not knowingly collecting personal information from users under 13. For users aged 13-17, features like chat and UGC include safety measures such as moderation and reporting. Parents or guardians must oversee and consent to use by minors under 18, as detailed in Section 2.1 and Section 13.

15.4. Maintenance, Support, and Updates. The Company is solely responsible for providing maintenance and support for the App, as specified in these Terms or required by law. You can contact us at support@farworld.gg for support inquiries. We may release updates, patches, or enhancements to the App, which may modify features and are subject to these Terms. Your continued use after updates constitutes acceptance.

15.5. Disclaimers Specific to Apple App Store. You acknowledge and agree that: (i) these Terms are between you and the Company, not Apple Inc. ("Apple"), and the Company (not Apple) is solely responsible for the App and its content; (ii) Apple has no obligation to provide maintenance or support services for the App; (iii) Apple is not responsible for addressing any claims by you or third parties relating to the App or your possession/use of the App, including product liability claims, claims that the App fails to conform to legal requirements, or consumer protection claims; (iv) in the event of any third-party claim that the App infringes intellectual property rights, the Company (not Apple) will be responsible for investigation, defense, settlement, and discharge; (v) Apple and its subsidiaries are third-party beneficiaries of these Terms, and upon acceptance, Apple has the right to enforce these Terms against you. Do not suggest or imply that Apple endorses the App or its quality/functionality.

15.6. Disclaimers Specific to Google Play Store. You acknowledge that Google LLC ("Google") is not responsible for the App or its content. The Company (not Google) is solely responsible for the App, its compliance with laws, and any claims related to it. Refunds for in-app purchases are handled by Google in accordance with Google Play's refund policy.

The Company reserves the right to update the App or these Terms to maintain compliance with app store guidelines. If you do not agree to updates, you must stop using the App.