

EVOLVING FOREST TERMS OF SERVICE

Last Updated: October 16, 2021

The service provided by Evolving Forest (“Evolving Forest”, “we”, “us”, and “our”.) is a series of Non-Fungible Tokens (“NFT”) that purchasers may use in a play to earn game (the “Game”). In purchasing NFTs, users may maintain full control over their NFTs and be able to play the Game. Evolving Forest has no ability to withdraw or transfer NFTs owned by a user.

Before you use purchase the NFTs and/or play the Game, you must review and accept these Terms of Use and any terms and conditions incorporated herein by reference (collectively, the “Terms”).

We may make changes to these Terms from time to time. If we make changes, we will provide you with notice of such changes, such as by sending an email or updating the date at the top of these Terms. Unless we say otherwise in our notice, the amended Terms will be effective immediately, and your continued use of our Service after we provide such notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must stop using the Website.

ALL TRANSACTIONS INITIATED THROUGH OUR SERVICE ARE FACILITATED AND RUN BY THIRD-PARTY ELECTRONIC WALLET EXTENSIONS, AND BY USING OUR SERVICES YOU AGREE THAT YOU ARE GOVERNED BY THE TERMS OF SERVICE AND PRIVACY POLICY FOR THE APPLICABLE EXTENSIONS.

EVOLVING FOREST IS A BLOCKCHAIN BASED GAME. WE ARE NOT A BROKER, FINANCIAL INSTITUTION, OR CREDITOR. THE SERVICES ARE AN ADMINISTRATIVE PLATFORM ONLY. EVOLVING FOREST DOES NOT FACILITATE TRANSACTIONS BETWEEN THE BUYER AND SELLER. ALL TRANSACTIONS ARE FACILITATED BY THIRD PARTIES.

YOU BEAR FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF NFTS YOU PURCHASE ON EVOLVING FOREST. NOTWITHSTANDING INDICATORS AND MESSAGES THAT SUGGEST VERIFICATION. EVOLVING FOREST MAKES NO CLAIMS ABOUT THE IDENTITY, LEGITIMACY, OR AUTHENTICITY OF NFTS OR OTHER ASSETS IN THE GAME.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING PURCHASING NFTS OR PLAYING THE GAME. THESE TERMS GOVERN YOUR USE OF THE GAME. BY PURCHASING NFTS FOR THE EVOLVING FOREST GAME, YOU ARE CONFIRMING YOU UNDERSTAND AND AGREE TO BE BOUND BY ALL OF THESE TERMS. “YOU” AND “YOUR” REFERS TO ANYBODY WHO ACCESSES OR USES, IN ANY WAY, THE SERVICE. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO ACCEPT THESE TERMS ON THAT ENTITY’S BEHALF, IN WHICH CASE “YOU” WILL MEAN THAT ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO

NOT ACCEPT ALL OF THESE TERMS, THEN WE ARE UNWILLING TO MAKE THE NFTS AND GAME AVAILABLE TO YOU. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICE.

1. Definitions

“**External Sites**”: means websites external of the Website.

“**Evolving Forest Game**” means the NFT game offered by Evolving Forest.

“**Intellectual Property Rights**”: means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

“**Terms**” has the meaning set forth in the introduction.

“**User(s)**”: means any person who purchases NFTs offered by Evolving Forest.

“**Website**”: means Evolving Forest’s website at and such other website as the Company may maintain from time to time.

2. The Game

Evolving Forest is offering a line of NFTs to use in a play to earn game. Evolving Forest is not responsible for any activities that you engage in when purchasing NFTs or playing the Game.

3. Access to the Website

Subject to and conditioned on user’s compliance with the terms and conditions of this Terms of Service, Evolving Forest hereby grants the user a non-exclusive, non-transferable (except in compliance with Section 17) right to access and use the Website in accordance with the terms and conditions herein. Such use is limited to user’s internal use.

Evolving Forest reserves the right to disable, limit, or restrict your access to the Website at any time for any reason.

Evolving Forest may require you to provide additional information and documents at the request of any competent authority or in case of application of any applicable law or regulation, including laws related to anti-laundering (legalization) of incomes obtained by criminal means, or for counteracting financing of terrorism. Evolving Forest may also require you to provide additional information and documents in cases where it has reasons to believe that:

- Your Account is being used for money laundering or for any other illegal activity;
 - You have concealed or reported false identification information and other details;
- or

- Transactions effected via your Account were affected in breach of these Terms.

In such cases, Evolving Forest, in its sole discretion, may pause or cancel your transactions until such additional information and documents are reviewed by Evolving Forest and accepted as satisfying the requirements of applicable law. If you do not provide complete and accurate information and documents in response to such a request, Evolving Forest may refuse your access to the Website and/or Game.

4. Use Restrictions.

Users shall not, and shall not permit any other person to, access or use the Website and/or Game except as expressly permitted by these Terms of Service. For purposes of clarity and without limiting the generality of the foregoing, the user shall not, except as these Terms of Service expressly permits:

- (a) copy, modify, or create derivative works or improvements of the NFTs or Game;
- (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Website or Game to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
- (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Website or Game, in whole or in part.

Users shall not create or list illegal or offensive content, such as products that depict graphic sexual acts and images that depict children under the age of 18 in a sexually suggestive manner. Users shall not use profanity or graphic language in any content listed or created on Evolving Forest.

If the User become aware of the creation, listing, or buying of assets in violation of any of the terms specified in this section, the User shall contact us to report it.

5. Corrective Action and Notice

If the user becomes aware of any actual or threatened activity prohibited by Section 4, user shall immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Website or Game and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) notify Evolving Forest of any such actual or threatened activity.

6. Risk Acknowledgement

- (a) By using or accessing the Website or Game, you represent and warrant that you understand there are inherent risks associated with purchasing NFTs, and the

underlying technologies including, without limitation, cryptography and blockchain, third party providers, and you agree that Evolving Forest is not responsible for any losses or damages associated with these risks;

- (b) You specifically acknowledge and agree that the Website or Game facilitates your interaction with decentralized networks and technology and, as such, we have no control over any blockchain network or cryptocurrency and cannot and do not ensure that any of your interactions will be confirmed on the relevant blockchain and do not have the ability to effectuate any cancellation or modification requests regarding any of your interactions or transactions;
- (c) Without limiting the foregoing, you understand and acknowledge that Evolving Forest does not act as an agent for any user or own or control any of the underlying software through which blockchain networks are operated;
- (d) You specifically acknowledge and agree Evolving Forest will not be responsible or liable to you for any losses you incur as a result of your use of the Website or Game, including but not limited to any losses, damages or claims arising from: (a) user error, such as forgotten passwords or other transactions; (b) server failure or data loss; (c) corrupted wallet files; (d) unauthorized access or activities by third parties, including but not limited to the use of viruses, phishing, bruteforcing or other means of attack against the Service; and (e) losses of cryptocurrency as a result of using the Evolving Forest service;
- (e) Evolving Forest is not responsible for losses due to blockchains or any other features of networks or an electronic wallet, including but not limited to late report by developers or representatives (or no report at all) of any issues;
- (f) You understand and acknowledge the regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the NFTs, Website and/or Game;
- (g) You accept the inherent security risks of providing information and dealing online over the internet, and agree that Evolving Forest has no liability or responsibility for any breach of security unless it is due to Evolving Forest's gross negligence;
- (h) You acknowledge that Evolving Forest is not responsible for transferring, safeguarding, or maintaining your private keys or any cryptocurrency associated there with, and at no point will Evolving Forest exercise any form of control or custody of user wallets or cryptocurrency. If you lose, mishandle or have stolen associated cryptocurrency private keys, you acknowledge that you may not be able to recover associated cryptocurrency and that Evolving Forest is not responsible for such loss. You acknowledge that Evolving Forest is not responsible for any loss, damage or liability arising from your failure to comply with the terms hereunder.

7. Limitation of Liability

- (a) YOU UNDERSTAND AND AGREE THAT WE, OUR SUBSIDIARIES, AFFILIATES, AND LICENSORS WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES WHICH YOU MAY INCUR, HOWSOEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS (WHETHER INCURRED DIRECTLY OR INDIRECTLY), LOSS OF GOODWILL OR BUSINESS REPUTATION, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY OTHER INTANGIBLE LOSS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (b) YOU AGREE THAT OUR TOTAL, AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR ACCESS TO OR USE OF (OR YOUR INABILITY TO ACCESS OR USE) ANY PORTION OF THE SERVICE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, IS LIMITED TO \$100.
- (c) YOU ACKNOWLEDGE AND AGREE THAT WE HAVE MADE THE WEBSITE AVAILABLE TO YOU AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN, WHICH REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN THE PARTIES AND FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN US. WE WOULD NOT BE ABLE TO PROVIDE THE WEBSITE TO YOU WITHOUT THESE LIMITATIONS.
- (d) SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND SOME JURISDICTIONS ALSO LIMIT DISCLAIMERS OR LIMITATIONS OF LIABILITY FOR PERSONAL INJURY FROM CONSUMER PRODUCTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO PERSONAL INJURY CLAIMS.

8. External Sites

The Website may at its discretion list external websites (collectively, the “**External Sites**”). These may include hyperlinks to other websites, e.g., OpenSea, or resources, which are provided solely as a convenience to our users. Evolving Forest has no control over any External Sites. You acknowledge and agree that Evolving Forest is not responsible for the availability of any External Sites, and that we do not endorse any advertising, products or other materials on or made available from or through any External Sites.

Furthermore, you acknowledge and agree that we are not liable for any loss or damage which may be incurred as a result of the availability or unavailability of the External Sites, or as a result of any reliance placed by you upon the completeness, accuracy or

existence of any advertising, products or other materials on, or made available from, any External Sites.

9. Indemnification

You agree to hold harmless and indemnify Evolving Forest and its subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers or partners from and against any claim, liability, loss, damage (actual and consequential) of any kind or nature, suit, judgment, litigation cost, and attorneys' fees arising out of or in any way related to (i) your breach of these Terms, (ii) your misuse of the Service, (iii) your violation of applicable laws, rules or regulations in connection with your access to or use of the Service, or (iv) your breach of our Privacy Policy. You agree that Evolving Forest will have control of the defense or settlement of any such claims.

10. Changes to the Terms of Service

We may revise and update these Terms of Use from time to time in our sole discretion. When we make changes, we will make the updated Terms available on the Service and update the "Last Updated" date at the beginning of these Terms accordingly, which apply to all access to and use of the Service thereafter. Please check these Terms periodically for changes. Any changes to the Terms will apply on the date that they are made, and your continued access to or use of the Website after the Terms have been updated will constitute your binding acceptance of the updates. If you do not agree to any revised Terms, you may not access or use the Service.

11. Children

You affirm that you are over the age of 18, as the Service is not intended for persons under the age of 18.

12. Privacy Policy

Our Privacy Policy describes the ways we collect, use, store and disclose your personal information, and is hereby incorporated by this reference into these Terms. You agree to the collection, use, storage, and disclosure of your data in accordance with our Privacy Policy. You may access Evolving Forest's privacy policy here:

13. Dispute Resolution; Arbitration

PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND US, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN

A COURT BY A JUDGE OR JURY, AND YOU AGREE THAT EVOLVING FOREST AND YOU ARE EACH WAIVING THE RIGHT TO SUE IN COURT AND TO HAVE A TRIAL BY A JURY. YOU AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION.

The laws of the British Virgin Islands shall govern these Terms of Services.

Except for those disputes that shall be resolved in arbitration or in small claims court pursuant to this section, each party agrees to submit to the personal and exclusive jurisdiction of the courts located in provided that any claims or disputes shall be subject to the arbitration provisions set forth below.

Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought, in an individual capacity only, and not on a class-wide or representative basis, in the courts specified above), any dispute between you and Evolving Forest related in any way to, or arising in any way from, our Privacy Policy or these Terms of Services (“Dispute”) shall be finally settled on an individual, non-representative basis in binding arbitration in accordance with the British Virgin Islands Arbitration Act of 2013 (“BAA”) rules for arbitration of consumer-related disputes, as modified by this Agreement or in accordance with rules on which we may mutually agree; provided, however, that to the extent a Dispute is within the scope of a small claims court’s jurisdiction, either you or Evolving Forest may commence an action in small claims court, in the county (or equivalent) of your most recent physical address, to resolve the Dispute.

Any arbitration will be conducted by a single, neutral arbitrator. The arbitrator may award any relief that a court of competent jurisdiction could award, including attorneys’ fees when authorized by law. The arbitral decision may be enforced in any court of competent jurisdiction.

The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by BAA or by the arbitrator. The arbitrator’s decision will follow the terms of these Terms of Use and will be final and binding. The arbitrator will have authority to award temporary, interim, or permanent injunctive relief or relief providing for specific performance of these Terms of Use, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in these Terms of Use will preclude you from bringing issues to the attention of federal, state, or local agencies and, if the law allows, they can seek relief against us for you.

14. Waiver and Severability

No waiver by Evolving Forest of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Evolving Forest to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

15. Defamation

You agree you will not disparage or criticize Evolving Forest or its Affiliates, or their respective businesses, management, directors, business practices, or equity holders (the “Company Entities”) and that you will not otherwise do or say anything that could disrupt the good morale, or otherwise harm the interests or reputations, of Evolving Forest and we agree we will not publicly disparage or criticize you.

16. General

These Terms constitute the entire legal agreement between you and Evolving Forest, govern your access to and use of the Service, and completely replace any prior or contemporaneous agreements between the parties related to your access to or use of the Service, whether oral or written. There are no third-party beneficiaries to these Terms. The parties are independent contractors, and nothing in these Terms create any agency, partnership, or joint venture. The language in these Terms will be interpreted as to its fair meaning, and not strictly for or against any party. You may not assign any or your rights or obligations under these Terms, whether by operation of law or otherwise, without our prior written consent. We may assign our rights and obligations under these Terms in our sole discretion to an affiliate, or in connection with an acquisition, sale, or merger. Should any part of these Terms be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions will remain in full force and effect. Our failure to enforce any provision of these Terms will not be deemed a waiver of such provision, nor of the right to enforce such provision. These Terms will be governed by and construed in accordance with the laws of the British Virgin Islands. We will not be liable for any failure or delayed performance of our obligations that result from any condition beyond our reasonable control, including, but not limited to, governmental action, acts of terrorism, earthquake, fire, flood, acts of God, labor conditions, power failures, Internet disturbances, or acts or omissions of third parties. You agree that we may provide you with notices (including, without limitation those regarding changes to these Terms) by email, regular mail, or postings on the Evolving Forest website. By providing us with your email address, you consent to our using the email address to send you any notices required by law in lieu of communication by postal mail.

17. Policy Updates

Evolving Forest reserves the right, at its sole discretion, to update, modify, and/or make any changes to the terms of this policy, including in order to improve the Service or comply with any applicable law, regulations, or orders.

Upon updating this policy, Evolving Forest will give notice to its Users on this page and possibly within the Service and/or - as far as technically and legally feasible - sending a notice to Users via any contact information available to Evolving Forest. Should the changes affect processing activities performed on the basis of user consent, Evolving Forest shall collect new consent from the user, where required.

18. Intellectual Property

Evolving Forest is the exclusive owner of all intellectual property rights vesting in and relating to (all content made available through) the Service, such as – but not limited to – patents, patent applications, trademarks, trademark applications, database rights, service marks, trade names, copyrights, trade secrets, licenses, domain names, know-how, property rights and processes (“**Intellectual Property Rights**”). Evolving Forest grants its Users a non-transferrable, non-exclusive, non-sublicensable and revocable license intended for fair use of the Service on the subscription basis as offered by us at (Evolving Forest Website). You are not allowed to access the content of the Service for any other purpose, such as selling or distributing the content of the Service.

19. Misuse of Website and Service

By using our Website and Service, you declare to be at least 18 years old. You may not use the Website and Service in such way that you violate applicable laws and regulations. As a condition for using the Website and Service, you agree not to provide any information, data or content to us that is incorrect, inaccurate, incomplete or that violates any law or regulation. In addition, **you agree that you will not, nor allow third parties to:**

- a) enter any non-public / secure areas of the Website or Service;
- b) send viruses, worms, junk mail, spam, chain letters, unsolicited offers or ads of any kind and for any purpose;
- c) investigate, scan or test the Website of Service or any other related system or network, or violate any security or authentication;
- d) use any automated systems of software to withdraw data from the Website (“screen-scraping”);
- e) make and distribute copies of the Website or Service;
- f) attempt to sell, distribute, copy, rent, sub-license, loan, merge, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange, translate, hack, distribute, harm or misuse the Website or Service;
- g) or create derivative works of any kind whatsoever.

In addition, you may not create an account under someone else’s name or act like someone else in any other way. It is the responsibility of the user of the account that only authorized persons have access to the account. If you receive personal data or other sensitive information from other users, you will keep this information secret. Evolving Forest is entitled to (temporarily or permanently) block your account and deny you access to the Website, if we suspect abuse of the account or the Website. We can also block your

account or deny you access to the platform if you do not comply with these Terms, including conditions and policies referenced herein.

20. Availability of the Website and Service; Disclaimer of Warranties

- a) The Website and Service are available on computers. Evolving Forest will use reasonable efforts to make the Website and Service available at all times. However, User acknowledges that the Website and Service are provided over the internet and mobile networks and thus the quality and availability of the Website and Service may be affected by factors outside Evolving Forest's reasonable control;
- b) Evolving Forest does not accept any responsibility whatsoever for unavailability of the Website and Service, or any difficulty or inability to download or access content, or any other communication system failure which may result in the Website or Service being unavailable;
- c) Evolving Forest is not responsible for any support or maintenance regarding the Website or Service Evolving Forest may – at its own discretion – update, modify, or adapt the Website or Service and their functionalities from time to time to enhance the user experience. Evolving Forest is not responsible for any downtime resulting from these actions;
- d) User agrees the use of the Services and all information and content (including that of third parties) is at your risk and is provided on an "as is" and "as available" basis. Evolving Forest disclaim all warranties of any kind as to the use of the services, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and noninfringement. Evolving Forest makes no warranty that the services (i) will meet your requirements, (ii) will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the service will be accurate or reliable, and (iv) any errors in the services or technology will be corrected.

21. No Legal, Tax or Investment Advice

Any information provided in connection with the Service by Evolving Forest or its affiliates, officer, directors, or agents, is provided solely for informational purposes and you should not construe any such information or other material as legal, tax, investment, financial, or other advice. Neither the Service nor any information provided by Evolving Forest constitute a solicitation, recommendation, endorsement, or offer by Evolving Forest or any third-party service provider to make.

22. Personal Data

- a) Evolving Forest will be required to collect, use and store for some time certain information related to the Users and Clients, which are categorized by applicable regulation as "*personal data*", in particular for the purposes of, but not limited to, providing the Service or improving the contents and functions of the Website;
- b) The use of personal data by Evolving Forest is governed by Regulation (EU) 2016/679 called "*General Data Protection Regulation*" or "*GDPR*", implemented

on 25 May 2018 and Act on 2018-493, dated 20 June 2018 on the Protection of Personal Data and their implementing decrees;

- c) The personal data of Users is collected and processed by Evolving Forest as Data Controller as defined in the GDPR during the use of the Website by such Users and the personal data of Clients are collected and processed during the creation and use of their Client Accounts;
- d) User data collected from European citizens during the use of the Website shall be stored in a technologically secure environment, for 13 (thirteen) months from the date on which the data was collected. Data collected during the creation and use of the Client Account shall be stored in a technologically secure environment, until the Client Account is deleted. Client Account data shall be stored for the whole duration of the commercial relationship; once the commercial relationship ends, the account shall be deleted, and the data shall be stored for a duration of 6 years in order to account for the applicable limitation periods;
- e) Pursuant to regulations, any User or Client shall have a right to access, rectify and, in certain cases, object to the processing, ask for the restriction of the processing, or the erasure and portability of the data and, where relevant, the deletion of personal data related to them. Furthermore, any User or Client shall have the right to make a claim to a supervisory authority;
- f) For further information on how personal data is protected when they are collected, processed and used, and on the rights and optional privacy protection measures, Clients and Users may consult Evolving Forest's Privacy Policy.

Assets, listings, smart contracts, and collections that Evolving Forest deems inappropriate, disruptive, or illegal are prohibited on Evolving Forest. Evolving Forest reserves the rights to determine the appropriateness of listings on its site and remove any listing at any time.

If a User creates or offers an asset, listing, smart contract, or collection in violation of these policies, we will take corrective actions, as appropriate, including but not limited to removing the asset, listing, smart contract, or collection, deleting the User's Evolving Forest account, and permanently withholding referral payments and developer revenue sharing fees. Evolving Forest cannot destroy or impound a User's or smart contracts, but we reserve the right to destroy inappropriate metadata stored on our servers.

23. User Information and Copyright

Users are solely responsible for your use of the Services and for any User Information you provide, including compliance with applicable laws, rules, and regulations. We take no responsibility for the User Information posted or listed via the Services.

Users retain your rights to any User Information you submit, post, or display using the Services.

By submitting, posting or displaying user Information on or through the Services, you grant us a worldwide, non-exclusive, sublicensable, royalty-free license to use, copy, modify, and display any text, content, files, communications, comments, feedback,

suggestions, ideas, concepts, questions, data or other content that you submit or post on or through the Services or through tools or applications we provide for posting or sharing such content (collectively “User Information”) for our lawful business purposes, including to provide, promote, and improve the Services.

Evolving Forest does not claim that submitting, posting or displaying User Information on or through the Services gives Evolving Forest any ownership or resale rights in your User Information. We're not saying we own it or will resell it. We're just saying we might show it off a bit.

Users represent and warrant to have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any User Information that you submit, post or display on or through the Services. Users agree that such user Information will not contain material subject to copyright or other proprietary rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant Evolving Forest the license described above.

Evolving Forest reserves the right to remove content without prior notice. Evolving Forest will take down works in response to formal infringement claims and will terminate a User's access to the Services if the user is determined to be a repeat infringement.