**MANA BURN, INC. TERMS OF SERVICE**

***Last Updated on*** *04/30/2024*

**Table of Contents**

1. **Introduction**
2. **Acceptance of the Terms**
3. **Changes**
4. **User Eligibility**
5. **Your Mana Burn Account**
6. **Digital Assets**
7. **Game Rules**
8. **Marketplace**
9. **Communications**
10. **User Contributions**
11. **Content Standards and Prohibited Uses**
12. **Intellectual Property Rights**
13. **Monitoring and Enforcement**
14. **Termination and Survival**
15. **Miscellaneous**
16. **Contact Information**
17. **Introduction**

Thank you for choosing to quest with Mana Burn! This Terms of Service (“**Terms**”) is entered into by and between you and Mana Burn, Inc. (“**we**,” “**us**,” “**our**,” or “**Mana Burn**”). These Terms governs your use of Mana Burn’s [website](https://www.manaburn.gg/) located at <https://www.manaburn.gg/> (the “**Website**”), Mana Burn mobile application (the “**App**”) (collectively, “**Mana Burn Platforms**”), and the services, products, and content that Mana Burn provides via Mana Burn Platforms (collectively, the “**Services**”).

1. **Acceptance of the Terms**

By signing up or using the Services or accessing any content that is available through the Service (the “**Content**”), you are entering into a binding contract with Mana Burn. Your agreement with us includes these Terms and any other terms you agree to. Your access and use of the Services is also subject to Mana Burn’s Privacy Policy found at <https://www.manaburn.gg/legal>. You acknowledge that you have read and understood these Terms and agree to be bound by them. **If you do not agree or cannot comply with the Terms, do not use the Services or access any Content.**

1. **Changes**

Changes to the Terms of Service

We may change, modify, update, add, or remove parts of these Terms at any time in our sole discretion. These changes apply to all access and use of Services from then on. We will provide prior notification to you of any material changes.

Following the posting of any changes, your continued use of the Services will signify your acceptance of those changes. **If you do not agree with the new Terms, stop accessing or using the Services.**

Changes to the Services

Mana Burn may make changes to the Services. Changes may include new features, modifications, replacements, deletions, or removal of features. These Terms will apply to any new Services and changes. Mana Burn may also suspend, stop, or limit the distribution of Services to any person or in any geographical region.

Changes to Mana Burn Platforms

Mana Burn may update the Content of Mana Burn Platforms, but its Content is not necessarily complete or up-to-date. Any material on Mana Burn Platforms may be out of date at any given time, and we are not obligated to update it. Mana Burn may, in its sole discretion, develop and provide upgrades, updates, bug fixes, and other modifications to improve the performance of the Services and/or software (“**Updates**”). Updates may also modify or delete in their entirety certain features and functionality. You agree that Mana Burn has no obligation to provide any Updates or continue to provide or enable any specific features or functionality.

1. **User Eligibility**

To use the Services and access any Content, you must:

1. be 16 years or older who reside in the United States or any of its territories; and
2. have the power to enter into a binding contract with us and not be barred from doing so under any applicable laws.

**For users who are at least 16 years old but under 18 years of age, a parent or guardian must read this agreement and consent on the user’s behalf.**

By using the Services, you represent and warrant that you are of legal age to form a binding contract with Mana Burn and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, please do not access or use the Services.

Users Under 16 Years Old

The Services are not intended for participants under 16 years of age. If we learn that information about persons under 16 years of age has been collected on or through Mana Burn Platforms, we will take appropriate steps to delete this information. If you are the parent or legal guardian of a child under 16 years of age who has registered for an account or service on Mana Burn Platforms, please contact us using the contact information **below** to have your child’s account or service terminated and personal information deleted.

1. **Your Mana Burn Account**

Account Access

To save your character and quest progress and gain access to more of the Services, you must create a user account on Mana Burn Platforms (“**Account**”) and log in through that Account. Accounts can be created using the user’s Google account, Facebook, Apple, and other third-party methods.

When creating an Account, you agree:

1. to submit accurate and truthful information;
2. to maintain the accuracy of provided information;
3. to read, understand, and agree, to be bound by, these Terms;
4. that you meet the eligibility requirements in the **User Eligibility** section of these Terms;
5. that your use of the Services does not violate any United States law or regulation; and
6. you are not located in an embargoed country and are not listed on any United States government list as a prohibited or restricted party under applicable export control laws or regulations.

If you do not agree to, or cannot comply with, any of these Terms, please do not create an Account on Mana Burn Platforms.

Unauthorized Use of User’s Account

You agree to notify Mana Burn immediately of any unauthorized use of your Account, or any other breach of security. You may be held liable for losses incurred by Mana Burn or any other user because of another person’s use of your Account. Mana Burn is not liable for any loss or damage arising from your failure to comply with the above obligations.

Deletion of Account

If you no longer want to use the Services and would like your Account deleted, you may request a deletion of your Account through the settings. Once your Account is deleted, you will have 15 days to reactivate your Account or retrieve any content connected to your Account. Mana Burn’s right to delete your Account is further addressed under **Monitoring and Enforcement**.

Account Safety

We have the right to withdraw or amend Mana Burn Platforms and any Service or material on Mana Burn Platforms in our sole discretion. We will not be liable if any or all part of Mana Burn Platforms is unavailable at any time or for any period. We reserve the right to restrict users’ access to some or all parts of Mana Burn Platforms.

You are responsible for ensuring that all persons who access Mana Burn Platforms through your internet connection are aware of these Terms and comply with them.

If you choose a username, password, or any other information as part of our security procedures, you must treat this information as confidential and not disclose it to any person or entity. You acknowledge that your Account is personal to you and agree not to provide anyone with access to Mana Burn Platforms using your username, password, or other security information.

We have the right to disable any username, password, or other identifier, whether chosen by you or us, at any time in our sole discretion if, in our opinion, you have violated any provision of these Terms.

Security measures that are available for Mana Burn Platforms are:

1. any encryption standards that apply;
2. two-face factor; and
3. any cryptocurrency wallet standards that may apply.
4. **Digital Assets**

The Services include an online platform (“**Marketplace**”) where users can view and offer to sell or purchase assets in the game (“**Digital Asset**”). Users of the Services may be able to convert certain Digital Assets (“**Mint**”), including weapons, locations, and characters, as non-fungible tokens (“**NFTs**”). To access certain Services, including the ability to purchase any Digital Assets, a user must have a financial account (“**Centralized Custodial Account**”) connected to the Services.

Minting Digital Assets

By Minting a Digital Asset as an NFT, you agree to comply with any terms, including licenses or payment rights, that are included with any Digital Asset. Users may connect a non-custodial account with their Centralized Custodial Account to transfer their NFTs.

Transacting in Digital Assets

All transactions regarding Digital Assets are managed and confirmed. You understand that your Blockchain public address may be publicly visible whenever you engage in a transaction. Mana Burn is not and will not be a party to any transaction or dispute between any initial minter of a Digital Asset and any subsequent owner of the Digital Asset, unless otherwise stated in connection with the Digital Asset.

1. **Game Rules**

You may be able to use the Services in connection with Digital Assets that result in an exchange of that Digital Asset for a modified, new, or different Digital Asset (each, an “**Equip**” or “**Fusion**”). A Digital Asset that you receive in connection with or because of an Equip or Fusion may have different traits than the Digital Asset that you used in an Equip or Fusion, such as traits that represent different elements or “level status.” Mana Burn does not represent that any Digital Asset you receive from an Equip or Fusion will have similar or equivalent value to the Digital Asset you originally used. Any action that results in Digital Asset being irrevocably modified, sent to a null address, erased, or rendered unusable (“**Burned**”) is permanent and irreversible. You acknowledge and agree that Mana Burn will not be liable to you for any Digital Asset that is irrevocably modified and/or Burned because of or in connection with your use of the Services.

Paid Service: Battle Pass

Mana Burn’s battle pass (“**Battle Pass**”) is a paid service. The Battle Pass is a single purchase that lasts for an in-game season, typically 12 weeks (“**Season**”). Purchasing the Battle Pass allows you to earn tiered rewards until the end of the Season.

Purchasing the Battle Pass does not guarantee that you will get the reward from each tier, only the rewards you unlock during the Season through play. The price and remaining duration of the Season will be indicated at the time of purchase. For more information on the Battle Pass, please refer to the **Pricing Page** [TBD].

1. **Marketplace**

Users can make purchases from the in-game shop or Marketplace on Mana Burn Platforms only if the user owns a game “hero” and has purchased a pass allowing them to transact on the Marketplace (“**Market Pass**”).

How the Marketplace works:

* Certain Digital Assets can be bought and sold between users on Mana Burn Platforms’ Marketplace who have a Market Pass using in-game currency such as hard currency (“**Gold**”) or tokens (“**Burn Token**”).
* Payment is due at the time of purchase.
* Digital Assets listed on the Marketplace are offered by other players trying to sell assets (“**Sellers**”), and the contracts for sale are between the Sellers and players who want to buy Digital Assets (“**Buyers**”).
* A Buyer may be able to resell the Digital Asset on the Marketplace, subject to these Terms.

Mana Burn may, in its sole discretion, limit the use of the Marketplace to the listing and sale of certain Digital Assets. Mana Burn has no control over the quality, safety, timing, legality, failure to provide, or any aspect of any Digital Assets advertised or sold by Sellers, or the integrity, responsibility, or any actions of any users. Mana Burn makes no representations about any transactions or interactions, whether public, private, online, or offline, including suitability, reliability, timeliness, or accuracy.

Selling on the Marketplace

By using the Marketplace to sell a Digital Asset, you appoint Mana Burn as your limited agent to receive, hold, and settle payments due and owed to you arising out of the sale of Digital Assets through the Services.

How selling on the Marketplace works:

* Any form of money comes in the form of Burn Token.
* Mana Burn will process payments from the sales of Digital Assets in Marketplace in Burn Tokens and deliver them to Seller after deducting a fee from each transaction in the Marketplace, as referred to in the **Pricing** **Page** [TBD], and any other taxes or fees as applicable.
* If Mana Burn does not give Seller the payment it is owed, Seller can only request payment from Mana Burn and not Buyer.
* The payment is considered made by Buyer to Seller once Mana Burn receives it.

1. **Communications**

Mana Burn Platforms may contain an in-game messaging system and other interactive features (collectively, “**Interactive Services**”) allowing users to communicate with other users. Mana Burn will communicate with users through an in-game messaging system or email. Users can choose their communication preferences, whether it is in-game messaging or email, in Mana Burn Platforms’ settings page.

**Any information provided by or on behalf of Mana Burn on Mana Burn Platforms is for informational and entertainment purposes only. This information is not, 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.**

1. **User Contributions**

Users may post, submit, create, or transmit content or materials (“**User Contributions**”) to other users on Mana Burn Platforms.

User Contributions can be in the form of:

* “**Quests**,” which are narrative content that users can create on Mana Burn Platforms using artificial intelligence;
* “**Crafted Items**,” which are in-game items that a user can create; and/or
* Message boards, chat rooms, profiles, forums, and other Interactive Services.

Mana Burn accepts no liability for User Contributions created or posted by users. All User Contributions must comply with the **Content Standards** in these Terms. User Contributions will be available to the public and are not confidential or proprietary. By providing any User Contribution on Mana Burn Platforms, you grant us and our service providers the right to use, reproduce, modify, display, distribute, and otherwise disclose to third parties any material for any purpose according to your Account settings.

How Quests Work:

* Players can create Quests for others to experience.
* After completing the Quest, other players can leave feedback on the Quests.
* If a Quest receives enough positive feedback from other users, the Quest may be featured and permanently become a part of Mana Burn’s lore and may not be deleted by its creator.
* If a user Quest is featured, the user may be granted NFTs associated with that Quest.

How Crafted Items Work:

* Players can create items for themselves or to sell to others on the Marketplace.
* When a user crafts an item they will recieive an NFT associated with the Crafted Item.

Mana Burn reserves the right to add, modify, or delete existing User Constributions.

1. **Content Standards and Prohibited Uses**

All text, graphics, user or visual interfaces, computer code, and game narratives (“**Mana Burn Content**”), including but not limited to the design, structure, selection, coordination, expression, “look and feel,” and arrangement of Mana Burn Content, displayed or performed on the Services is owned, controlled, or licensed by Mana Burn. Mana Burn gives you limited permission to use Mana Burn Content subject to these Terms, as long as the use is only for your personal, informational use. You may not copy or “mirror” Mana Burn Content in any way.

Mana Burn can also repost social media posts under which users have used Mana Burn’s hashtags or tagged Mana Burn’s social media account in the post. Social media accounts include Instagram, Twitter, and LinkedIn.

Content Standards

Content standards apply to User Contributions and the use of Interactive Services. Without limiting the following, User Contributions must not:

1. Have any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or objectionable.
2. Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
3. Violate the legal rights of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that may conflict with these Terms and our Privacy Policy.
4. Promote any illegal activity or advocate, promote, or assist any unlawful act.
5. Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
6. Impersonate or misrepresent any person’s identity or affiliation with any organization.

Any Prohibited Uses

You may use Mana Burn Platforms only for lawful purposes and in accordance with these Terms. You agree not to use Mana Burn Platforms:

1. In a way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries).
2. To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards stated in these Terms.
3. To impersonate or attempt to impersonate Mana Burn, a Mana Burn employee, another user, or any other person or entity by, without limitation, using email addresses or screen names associated with an individual or entity.
4. To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of Mana Burn Platforms, or which, as Mana Burn determines, may harm Mana Burn or users of Mana Burn Platforms, or expose them to liability.
5. In any way to disable, damage, or impair Mana Burn Platforms or interfere with any other party’s use of Mana Burn Platforms.
6. Use any robot, spider, or other automatic device, process, or means to access Mana Burn Platforms for any purpose, including monitoring or copying any material on Mana Burn Platforms.
7. Use any device, software, or routine that interferes with the proper working of Mana Burn Platforms.
8. Introduce any viruses, trojan horses, worms, logic bombs, or other malicious or technologically harmful material.
9. **Intellectual Property Rights**

Mana Burn Platforms and its entire contents, features, and functionality (including but not limited to its information, software, text, displays, images, video, and audio, and the design, selection, and arrangement) are owned by Mana Burn, its licensors, or other providers of material, and may be protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property rights laws.

You acknowledge that all intellectual property rights, including without limitation copyrights, patents, trademarks, and trade secrets, in the Services are owned by Mana Burn or its affiliates, suppliers, or licensors. Your possession, access, and use of the Services do not transfer any rights, title, or interest in or to any intellectual property rights to you or any third party. Mana Burn, its affiliates, licensors, and suppliers reserve all rights not granted in these Terms.

You may share any Quest created by another user on Mana Burn Platforms. Any use of Mana Burn Platforms not expressly permitted by these Terms or with express permission from Mana Burn is a breach of these Terms and may violate copyright, trademark, and other laws.

Trademarks

Mana Burn’s name, trademarks, logo, and all related names, logos, product and service names, designs, and slogans are trademarks of Mana Burn or its affiliates or licensors. You must not use these marks without Mana Burn’s prior written consent.

Digital Millennium Copyright Act Notice and Takedown Procedure

You understand and agree that, in connection with a Quest, you merely own the NFTs associated with the character and location that appears in the Quest that you create if the Quest receives enough positive feedback from other users and that you will be the only player permitted to use the character and location in future Quests. You also understand and agree that you do not own any artwork or narrative associated with the location, character, or Quest.

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 (“**DMCA**”), we will respond promptly to claims of copyright infringement committed using Mana Burn Platforms that are reported to us and identified in the sample notice below.

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 the alleged copyright infringements taking place on or through Mana Burn Platforms by completing the following DMCA Notice of Alleged Infringement and delivering it to us. 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 Mana Burn Platforms.

*DMCA Notice of Alleged Infringement (“****Notice****”)*

1. Identify the copyrighted work you claim has been infringed, or – if this Notice covers multiple copyrighted works – you may provide a representative list of the copyrighted works you claim have been infringed.
2. Identify the material 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 Mana Burn Platforms where the material may be found.
3. Provide your mailing address, telephone number, and, if available, email address.
4. Include both of the following statements in the body of the Notice:
   1. "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)."
   2. "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."
5. Provide your full legal name and your electronic or physical signature.
6. Deliver this Notice, with all items completed, to our copyright agent (“**Designated Copyright Agent**”): TBD

[INSERT NAME OF AGENT]

[INSERT ADDRESS OF AGENT]

[INSERT PHONE NUMBER OF AGENT]

[INSERT EMAIL OF AGENT]

Please note that you may be held accountable for damages (including costs and attorneys' fees) for misrepresenting that any Content infringes your copyright.

If we receive a counter-notice, we may send a copy of the counter-notice to the original complaining party, informing the party that it may reinstate the removed Content in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, the removed Content will be reinstated to Mana Burn Platforms in 10-14 business days after receipt of the counter notice.

1. **Monitoring and Enforcement**

Mana Burn has no obligation to monitor your use of any Services. However, Mana Burn reserves the right to review materials routed through any Mana Burn server or network and remove any materials in its sole discretion.

Mana Burn has the right to:

1. Remove or refuse to post any User Contributions for any or no reason in its sole discretion.
2. Take any action regarding any User Contribution that Mana Burn deems necessary in its sole discretion, including if it believes that User Contribution violates any of these Terms, infringes any intellectual property right, threatens the personal safety of users of Mana Burn Platforms or the public, or could create liability for Mana Burn.
3. Take appropriate legal action, including, without limitation, referral to law enforcement, for any illegal or unauthorized use of Mana Burn Platforms. You waive and hold harmless Mana Burn and its affiliates from any claims resulting from any action taken by Mana Burn during or taken because of investigations by either Mana Burn or law enforcement authorities.
4. Terminate or suspend your access to all or part of Mana Burn Platforms for violating any of these Terms.
5. Monitor posts on its own or if a user requests monitoring by flagging a Content on Mana Burn Platforms.
6. **Termination and Survival**

You agree that Mana Burn may, in its sole discretion and without prior notice, terminate your access to the Services and/or block your future access to the Services if we determine that you have violated these Terms or for other reasons that may include but are not limited to:

1. requests by law enforcement or other government agencies;
2. a request by you to remove your Account;
3. discontinuance or material modification of the Services; or
4. unexpected technical issues or problems.

If unsatisfied with the Services, your sole remedy is to terminate this agreement. Upon termination, the user merely retains their NFTs and can no longer access the game.

You agree that Mana Burn will not be liable to you or any third party for terminating your access to the Services.

Survival

Upon termination of these Terms, the sections that will survive the termination are:

1. User Eligibility
2. Changes to the Services
3. Changes to the Website or App
4. Marketplace
5. Selling on the Marketplace
6. Taxes
7. Intellectual Property Rights
8. Trademarks
9. Copyright Policy
10. Any Prohibited Uses
11. Monitoring and Enforcement
12. Governing Law, Jurisdiction, Venue
13. Disclaimer of Warranty and Release
14. Limitation of Liability
15. Indemnification
16. Survival
17. Arbitration
18. Severability
19. Entire Agreement
20. Contact Information
21. **Miscellaneous**

Taxes

All fees are exclusive of applicable national, provincial, state, local, or other taxes (“**Taxes**”), unless explicitly stated otherwise. You are responsible for all applicable Taxes, and we will charge Taxes in addition to the Services fees when required.

Governing Law, Jurisdiction and Venue

All matters relating to and arising from Mana Burn Platforms and these Terms are governed by the laws of the State of California without giving effect to any choice or conflict of law provision or rule. Any legal action, lawsuit, or proceeding arising out of, or relating to, these Terms or Services are conducted in California’s state or federal courts. You waive any and all objections to the exercise of jurisdiction over you by the specified courts and to the venue in those courts.

Disclaimer of Warranty and Release

**Except as expressly provided otherwise and to the extent allowed by law, the Services and all materials, information, or postings on Mana Burn Platforms are provided “as is” and “as available” without warranty of any kind. Mana Burn and its suppliers expressly disclaim all warranties of any kind, whether express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, non-infringement, merchantability, fitness for a particular purpose, non-infringement. Mana Burn does not represent the accuracy, currentness, or reliability of any materials, information, or other postings displayed, uploaded, or distributed through the Services.**

Limitation of Liability

**You acknowledge and agree that Mana Burn is not liable for any direct, indirect, incidental, consequential, or exemplary damages, including but not limited to damages resulting from loss of use, data, profits, or other intangible losses that may result from the use of or the inability to use the Services, removal or termination of the Services, unauthorized access to or alteration of your transmissions or data, errors or omissions in the Content on the Services, statements or conduct of any third party on the Services, instructions, information or Services provided by or linked from the Services, or any other matter relating to the Services. Mana Burn and its suppliers’ cumulative liability for any and all claims relating to the use of Mana Burn Platforms will not exceed the total amount of fees, if any, that you paid to Mana Burn during the previous year for the specific Service at issue. Some jurisdictions do not allow these limitations, so the above limitations may not apply to you.**

Indemnification

You agree to indemnify, defend, and hold harmless Mana Burn, its affiliates, and their respective officers, employees, and agents from any and all claims, demands, damages, costs, and liabilities, including reasonable attorneys’ fees, made by any third party arising out of your acts or omissions arising out of your use of the Services. Mana Burn reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you agree to cooperate as fully as reasonably required in the defense of any claim.

Arbitration

Any dispute between you and Mana Burn will be resolved through final and binding arbitration conducted under the Consumer Arbitration Rules of the American Arbitration Association ("**Rules**"), except that any dispute that would fall under the jurisdiction of a small claims court may, at the option of one of the parties, be brought in a small claims court of competent jurisdiction before appointment of the arbitrator. The arbitration will be conducted by a single arbitrator selected by mutual agreement of the parties or under the selection process in the Rules. The arbitration will be held in [Santa Clara], California, unless the arbitrator determines that another site is necessary to preserve the principles of fairness and due process. The costs of the arbitration will be apportioned between the parties as stated in the Rules. The arbitrator's award will be final and binding on the parties without the right of appeal.

Severability

Any provisions that are declared invalid, illegal, or unenforceable by any court or administrative body having jurisdiction or deemed invalid or illegal because of a change in law will not, to the extent reasonable and practicable, affect the remaining lawful obligations under these Terms and will continue in full force and effect.

Entire Agreement

This Terms of Service and other policies referenced by these Terms are the sole and entire agreement between you and Mana Burn regarding Mana Burn Platforms and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding Mana Burn Platforms.

1. **Contact Information**

All other feedback, comments, requests for technical support, and other communications concerning Mana Burn, please contact Mana Burn through customer support or at [support@manaburn.gg](mailto:support@manaburn.gg) or [info@manaburn.gg](mailto:info@manaburn.gg).