

Terms & Conditions

Last update: 29th day of August, 2025

These Terms & Conditions outline the rules and regulations for the use of Pearl Diver Game (the "Game") and its affiliates when you, a natural person, use <https://pearldivergame.com> website (the "Website").

By browsing, accessing, or using the Website, you hereby agree to the present Terms and Conditions (the "Terms"). The Terms shall be a binding legal agreement between Pearl Diver Island (the "Company") and you, a natural person, user of the Website (the "User" or "You"), collectively referred to as the "Parties."

Pearl Diver Game maintains the Website, among other things, as a portal for information, news, updates, and access to digital tokens and gameplay features. For the avoidance of doubt, Pearl Diver Game does not control any blockchain protocol (the "Protocol") on which digital assets are tradable or usable and cannot control activity and data on the Protocol, the validation of transactions on the Protocol, or the use of the Protocol. Any value or price assigned to such assets on decentralized exchanges or third-party markets is entirely outside the Company's control and is not guaranteed.

The following terminology applies to these Terms, Privacy Policy, and any or all Agreements: the "Client", "you" and "your" refer to you, the person accessing this Website and accepting the Company's terms of service. The "Company", "ourselves", "we", "our", and "us" refer to our Company. The "Party", the "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves. Any use of the above terminology or other words in the singular, plural, capitalization, and/or he/she or they is taken as interchangeable and therefore as referring to the same.

Supplemental terms and conditions or documents that may be posted on the Website from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms from time to time. We will alert you about any changes by updating the "Last updated" date of these Terms, and you waive any right to receive specific notice of each such change. Accessing the Website and using the Services constitutes your acceptance of the Terms published on the Website at the moment of its accessing. It is your responsibility to periodically review these Terms to stay informed, as each time you access the Services, you will be subject to, and will be deemed to have been made aware of and to have accepted, the then-applicable Terms.

If you disagree with any amendment, you must immediately discontinue your access to the Website and stop using all services offered by the Company. If you continue to use the Website, the amended Terms shall have binding legal force for you, and your actions shall constitute acceptance of the amended Terms. We strongly advise that you read the Terms, which are current as of the "Last updated" date indicated below, carefully, as they contain important information and legal disclaimers. The Terms should always be read alongside, and in addition to, any separate product or service agreement entered into between you and the Company from

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time to time. Please also review our Privacy Policy, which governs the collection, use, and sharing of your personal information in connection with the Website.

PLEASE READ THESE TERMS & CONDITIONS CAREFULLY BEFORE CREATING YOUR ACCOUNT. IF YOU DO NOT AGREE WITH ALL OR ANY OF THESE TERMS, OR IF YOUR JURISDICTION PROHIBITS PARTICIPATION IN MECHANICS INVOLVING CHANCE OR TOKENIZED REWARDS, YOU MUST LEAVE THE WEBSITE IMMEDIATELY.

1. These Terms establish a contractual relationship and set forth the rights and obligations for the Company and the User.
2. The Company shall not be held liable should the Website or Game be unavailable for any period of time, whether due to maintenance, technical issues, or circumstances beyond its control.
3. You may use the Game and/or Website only if you are 18 years of age or older (or the age of majority in your jurisdiction, if higher) and capable of forming a binding contract with Pearl Diver Game, and not otherwise barred from using the Game and/or Website under applicable law. You must use our Game and/or Website for lawful purposes only. Your user interactions must not violate the laws and regulations applicable to you.

Important Notice: Certain features of the Game may include elements of chance, randomized outcomes, or tokenized rewards. These features are intended exclusively for entertainment and utility purposes. The Company does not provide gambling, betting, or lottery services, and does not guarantee the conversion of tokens into fiat currency or stablecoins. If participation in such mechanics is restricted or prohibited in your jurisdiction, you must not access them. You are solely responsible for ensuring that your use of the Game and Website complies with the laws and regulations of your country of residence, and you assume full liability for any violations thereof.

4. To access certain Game content that includes digital blockchain tokens named PEARL, you must first create an account. This can be done by linking a compatible cryptocurrency wallet, such as MetaMask, TrustWallet, Binance Web3 Wallet, Coinbase Wallet, or others available on the Website. Your account and wallet connection are personal to you. You must not grant any third party access to your account. If a third party uses your account after gaining access due to your failure to adequately secure your login data or wallet, you will be treated as if you had acted yourself.

The Company will never request your private keys, seed phrases, or full wallet access credentials. You remain fully responsible for safeguarding your wallet and associated access data.

5. You may obtain in-game digital tokens (collectively, the “Game Tokens”) through exchanges available on the Website, or through other distribution methods expressly provided by the

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Company. The Marketplace section of the Website is a dedicated trading interface for the acquisition of such Game Tokens.

All Game Tokens are **utility tokens** designed solely for use within the Game, including but not limited to gameplay progression, staking, crafting, seasonal activities, and other in-game functions. Game Tokens are not designed or intended to be an investment, a security, or a form of legal tender. The Company does not guarantee or support any monetary value, price stability, or liquidity of Game Tokens.

The Company does not facilitate, endorse, or guarantee any exchange of Game Tokens into fiat currencies, stablecoins, or other cryptocurrencies. Any trading of Game Tokens on decentralized exchanges (DEX) or other third-party platforms occurs outside the Company's control and is done entirely at your own risk.

In certain cases, Game Tokens acquired through the Marketplace may be subject to staking, lock-up periods, or unlocking schedules as defined by the Game's mechanics. The specific parameters of these mechanisms, including duration and release rates, are subject to change and are disclosed at the time of acquisition.

6. Optionally, the Company may offer additional content that is not stored on a blockchain. Such content may be usable within the Game but is non-transferable and cannot be sold, traded, or otherwise exchanged. The exact terms of such additional content, and its permitted uses, are determined by the service description provided for the respective content.

7. For content not stored on a blockchain, the Company grants you a personal, limited, non-exclusive, non-transferable, non-sublicensable, revocable right to use this content in connection with the Game. The Game and/or Website and/or any portion thereof may not be reproduced, resold, distributed, or otherwise commercially exploited without the Company's prior written consent.

8. Your use and access of the Game and/or Website does not include any right of resale, redistribution, or commercial use of the Website; any collection and use of product listings, descriptions, token prices, or probability data; or any use of automated tools such as data mining, robots, or similar data gathering and extraction technologies. Any attempt to exploit the Game's mechanics, marketplace information, or token-related data for external commercial purposes without the Company's prior written consent is strictly prohibited.

9. We attempt to ensure that information on the Website is complete, accurate, and current. Despite our efforts, information on the Website, including but not limited to descriptions of Game Tokens, token prices, staking mechanics, and probabilities of in-game rewards, may occasionally be inaccurate, incomplete, or out of date. All such information is provided for informational purposes only, and we make no representation or warranty as to its completeness, accuracy, or reliability. Nothing on the Website should be construed as financial, investment, or legal advice.

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10. Through your use of the Game and/or Website, you may be exposed to content or mechanics that you may find offensive, objectionable, harmful, inaccurate, deceptive, or risky. This includes, but is not limited to, exposure to randomized outcomes, variable token rewards, fluctuating token prices on third-party platforms, and the actions of other players. By using our Game and/or Website, you assume all associated risks, including the possibility of losing value in tokens, exposure to unfavorable market conditions, or reliance on inaccurate information. The Company disclaims liability for any such risks.

11. We are not obligated to monitor access to or use of the Website, or to review or edit any content. However, we reserve the right to do so for the purpose of operating the Website, ensuring compliance with these Terms, and complying with applicable law or other legal requirements. We may, at our sole discretion, remove or disable access to any content, accounts, or features at any time and without notice, including, but not limited to, where we consider such content objectionable, fraudulent, in violation of these Terms, or in violation of local laws applicable to the User. We also reserve the right to investigate violations of these Terms and to cooperate with law enforcement or regulatory authorities to prosecute users who violate the law.

12. Our Website may contain links to sites, services, or platforms that we do not own, operate, or control. All such links are provided solely for your convenience. If you use these links, you will leave the Website. The Company is not responsible for any content, material, service, or information located on or accessible from any third-party site. We do not endorse, guarantee, or make any representations or warranties regarding any other site, any of their content, or the results you may obtain from using them.

If you decide to access or interact with any site linked to or from this Website, you do so entirely at your own risk. This includes, without limitation, any decentralized exchanges (DEX), marketplaces, or third-party token trading platforms. You acknowledge and agree that any acquisition, trade, or disposal of tokens conducted through third-party platforms is not facilitated, managed, or guaranteed by the Company, and you assume full responsibility for such actions.

You agree to be aware when you leave the Website and to read the privacy and security statements of third-party sites. You are solely responsible for evaluating the trustworthiness of such sites before disclosing any personal information or engaging in any transactions. The Company does not accept any responsibility for any loss, damage, liability, or consequence resulting from your disclosure of information to or your use of third-party sites, including but not limited to any losses arising from token trading, exchange rate fluctuations, or fraudulent platforms.

13. The following actions are strictly prohibited:

- Creating or using cheats, mods, or hacks, as well as using other software that deliberately alters the gaming experience without this being expressly provided by us;

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- Modifying, reverse-engineering, or otherwise tampering with the Game, our Website, smart contracts, or any related systems;
- Deliberately exploiting bugs, exploits, errors, vulnerabilities, or security gaps in the Game, Website, or associated blockchain contracts;
- Using software that enables so-called "data mining" or otherwise intercepts, modifies, or collects information related to the Game in an unauthorized manner;
- Using or distributing automation tools, including but not limited to macros, bots, or scripts, to gain unfair advantages or bypass intended Game mechanics;
- Taking measures that can lead to excessive strain on the Game's servers, smart contracts, or systems, or that can significantly impair the gameplay for other Users;
- Instigating or encouraging others to violate these Terms;
- Attempting to bypass jurisdictional restrictions, including through VPNs, proxies, or false representations of location or age;
- Manipulating, tampering with, or attempting to alter the probabilities, outcomes, or economic balance of any tokenized reward or randomized mechanic in the Game;
- Engaging in any fraudulent, abusive, or deceptive practices aimed at exploiting the Game's token economy or other Users.

14. Intellectual Property Rights.

We claim copyright, trademark rights, and all other intellectual property rights to all material, content, and assets on the Website and within the Game. This includes, but is not limited to, words, information, graphics, designs, logos, trademarks, photographs, icons, drawings, animations, sounds, text, gameplay mechanics, in-game items, digital tokens, smart contracts, code, and any related technologies.

All such intellectual property is protected under copyright, trademark, trade secret, and other applicable intellectual property laws. As part of this Agreement, you agree not to reproduce, distribute, sell, license, publish, broadcast, reverse-engineer, or exploit in any commercial manner any of the material or content found on this Website or within the Game without our prior written consent. Unauthorized use of any intellectual property belonging to the Company may result in civil, criminal, or regulatory liability.

15. Feedback and Unsolicited Ideas.

We value your feedback regarding the Website and the Game. However, please do not send us suggestions for improvements, creative ideas, designs, pitch portfolios, business models, or other unsolicited materials (collectively the "Unsolicited Ideas"). This policy exists to avoid potential disputes or misunderstandings if our current, planned, or future features appear similar to the Unsolicited Ideas submitted by Users.

We may currently be developing, may have developed, or may in the future develop ideas, designs, or materials internally, or receive them from third parties, which may be identical or similar to your Unsolicited Ideas. If, despite this notice, you submit Unsolicited Ideas, you agree and acknowledge that:

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- You grant us a **non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicensable, and transferable license** under any and all intellectual property or other rights that you own or control to use, copy, modify, adapt, publish, create derivative works from, commercialize, make, have made, sell, offer for sale, import, and otherwise exploit in any manner or medium, whether now known or developed in the future, such Unsolicited Ideas.
- You waive any claim to compensation, credit, acknowledgment, or ownership arising from our use of your Unsolicited Ideas.
- You accept that you have no right to pursue legal action against the Company, its affiliates, or partners in connection with the use, development, or commercialization of any content, ideas, or materials that are identical or similar to your Unsolicited Ideas.

16. These Terms shall remain in full force and effect for the entire duration of your use of the Website and/or Game. Certain provisions, including but not limited to those concerning intellectual property rights, disclaimers, limitations of liability, indemnification, and compliance with local laws, shall continue to apply and remain enforceable even after you discontinue use of the Website or Game or after termination of your access.

17. The Company reserves the right to amend, update, or otherwise modify these Terms at any time at the Company's sole discretion. Notification of amendments will be made by updating the "Last updated" date published on the Website. No separate consent from you is required, and by continuing to access or use the Website or Game after such amendments, you automatically agree to the revised Terms. If you do not agree with the updated Terms, you must immediately discontinue access to the Website and stop using all related services. It is solely your responsibility to review the Terms periodically and remain informed of any changes.

18. The Company may suspend, restrict, or terminate your access to and use of the Website and/or Game at its sole discretion, at any time, and without prior notice. This includes, but is not limited to, cases where: (a) you are suspected of violating these Terms; (b) you are suspected of attempting to manipulate or exploit the Game's mechanics, smart contracts, or token economy; or (c) your participation appears to violate the laws or regulations of your jurisdiction, particularly those related to gambling, wagering, token trading, or other restricted activities. You acknowledge and agree that the Company shall not be liable for any loss, damage, or consequence arising from such suspension or termination.

19. Indemnification.

You agree to defend, indemnify, and hold the Company, its affiliates, directors, employees, and service providers harmless from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with:

- A. Your use of the Website, the Game, or the Internet, or your placement or transmission of any message, content, or information through the Website;
- B. your violation of any term of this Agreement, including, without limitation, your breach of any representations and warranties contained herein;

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- C. your violation of any third-party right, including, without limitation, any right of privacy, publicity, or intellectual property;
- D. your violation of any law, rule, or regulation of Saint Vincent and the Grenadines or any other jurisdiction, including but not limited to laws relating to gambling, wagering, lotteries, token trading, securities, or consumer protection;
- E. any claim or damages that arise as a result of any User Content that you provide to us;
- F. any other party's access to or use of the Website or Game using your unique username, password, wallet, or other access credentials;
- G. any regulatory, governmental, or third-party action alleging that your participation in tokenized rewards, chance-based mechanics, or other Game features violates applicable law in your jurisdiction.

You expressly acknowledge and agree that the responsibility for ensuring compliance with local laws lies solely with you, and that the Company assumes no liability for your use of the Game or Website in violation of such laws.

20. Age Restriction.

Our Game and/or Website is not directed at children. Access to and use of our Game and/or Website is permitted only for individuals who have reached the age of majority or are otherwise legally capable of entering into binding agreements under the laws of their jurisdiction. If you are younger than this, you are strictly prohibited from accessing or using the Game and/or Website.

By using the Website or Game, you represent and warrant that you meet the applicable age of majority requirements and have full legal capacity to enter into and perform this Agreement. You further acknowledge that certain features of the Game may involve randomized outcomes, tokenized rewards, or similar mechanics, and that access to such features is inappropriate and unlawful for minors.

21. Governing Law and Jurisdiction.

These Terms shall be governed by, construed, and enforced in accordance with the laws of Saint Vincent and the Grenadines, applicable to contracts deemed to be made and performed within such jurisdiction, without regard to choice of law or conflict of law provisions. The exclusive jurisdiction for all disputes, claims, or proceedings between you and the Company shall be the state and federal courts located in Saint Vincent and the Grenadines, and both you and the Company hereby waive any objection to jurisdiction and venue in such courts.

For the avoidance of doubt, you acknowledge and agree that this choice of governing law and forum does not relieve you of the obligation to comply with the laws and regulations of your own jurisdiction of residence. You remain solely responsible for ensuring that your use of the Website and Game does not violate any local laws, including but not limited to those concerning gambling, wagering, lotteries, token trading, securities, or consumer protection.

22. Severability.

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If any provision, or part of a provision, of these Terms is determined by a court of competent jurisdiction to be unlawful, void, or unenforceable, that provision or part of the provision shall be deemed severable from these Terms and shall not affect the validity, legality, or enforceability of any of the remaining provisions. The remaining provisions shall remain in full force and effect to the maximum extent permitted by law.

23. Waiver of Jury Trial.

YOU HEREBY WAIVE YOUR RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, ACTION, OR PROCEEDING, DIRECTLY OR INDIRECTLY, ARISING OUT OF, OR RELATING TO, THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW.

Disclaimer of Warranties.

YOUR USE OF THE WEBSITE AND GAME IS AT YOUR OWN RISK. THE INFORMATION (INCLUDING BUT NOT LIMITED TO FORMS, DOCUMENTS, POLICIES, AGREEMENTS, GAME MECHANICS, AND TOKEN DATA) IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY.

WE DO NOT WARRANT THE ACCURACY, COMPLETENESS, OR RELIABILITY OF THE INFORMATION, MATERIALS, OR SERVICES PROVIDED ON OR THROUGH THE WEBSITE OR GAME. ALL CONTENT IS PROVIDED FOR GENERAL INFORMATIONAL AND ENTERTAINMENT PURPOSES ONLY. YOU ACKNOWLEDGE THAT WE ARE NOT LAWYERS OR ATTORNEYS AND THAT THE USE OF OUR WEBSITE DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP.

THE INFORMATION PROVIDED ON THIS WEBSITE DOES NOT, AND IS NOT INTENDED TO, CONSTITUTE LEGAL, FINANCIAL, OR INVESTMENT ADVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM THE WEBSITE OR THROUGH OUR SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER WE NOR OUR SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE WEBSITE OR GAME WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM YOUR USE OF OR INABILITY TO USE THE WEBSITE OR GAME, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE OR OUR SERVICE PROVIDERS HAVE BEEN INFORMED OF THE

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POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

FOR THE AVOIDANCE OF DOUBT, THE COMPANY EXPRESSLY DISCLAIMS LIABILITY FOR ANY CLAIMS OR DAMAGES ARISING FROM THE CLASSIFICATION OR INTERPRETATION OF GAME FEATURES (INCLUDING BUT NOT LIMITED TO RANDOMIZED OUTCOMES, LOOTBOXES, TOKENIZED REWARDS, OR CHANCE-BASED MECHANICS) AS GAMBLING, LOTTERY, OR SIMILAR ACTIVITIES UNDER THE LAWS OF ANY JURISDICTION. RESPONSIBILITY FOR LEGAL COMPLIANCE IN EACH JURISDICTION RESTS SOLELY WITH THE USER.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL OUR TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, OR FROM YOUR USE OF OR INABILITY TO USE THE WEBSITE OR GAME, EXCEED ONE HUNDRED U.S. DOLLARS (USD \$100).

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND US.

24. Support and Contact.

In order to resolve a complaint or if you have any queries, please contact us by clicking the “Support” button at <https://pearldivergame.com> or by email at support@pearldivergame.com.

All communications with the Company’s support team are provided solely for customer service and technical assistance purposes. Such communications do not constitute legal advice, financial advice, or confirmation that your use of the Website or Game complies with the laws of your jurisdiction.

You remain solely responsible for ensuring that your participation in the Game, including any use of tokenized rewards, randomized mechanics, or marketplace features, is lawful in your country of residence. By contacting support, you acknowledge and agree that the Company shall not be deemed to have assumed responsibility for your compliance with local laws.